

**HEBER CITY CORPORATION
75 North Main Street
Heber City, UT 84032
Heber City Council Meeting**

July 2, 2024

5:00 p.m. Special City Council Meeting

TIME AND ORDER OF ITEMS ARE APPROXIMATE AND MAY BE CHANGED AS TIME PERMITS

I. REGULAR MEETING - 5:00 P.M.

1. Call to Order

II. CONFLICT OF INTEREST DISCLOSURE:

III. ACTION ITEMS: (Council can discuss; table; continue; or approve items)

1. Central Heber Replacements Project – Modified Phase 1C – Construction Contract and GMP Approval (Russ Funk, City Engineer) - *15 min*

IV. ADJOURNMENT:

Ordinance 2006-05 allows Heber City Council Members to participate in meetings via telecommunications media.

In accordance with the Americans with Disabilities Act, those needing special accommodations during this meeting or who are non-English speaking should contact Trina Cooke at the Heber City Offices 435.657.7886 at least eight hours prior to the meeting.

Posted on June 25, 2024, in the Heber City Municipal Building located at 75 North Main, the Heber City Website at www.heberut.gov, and on the Utah Public Notice Website at <http://pmn.utah.gov>. Notice provided to the Wasatch Wave.



Heber City Council Staff Report

MEETING DATE: 7/2/2024
SUBJECT: Central Heber Replacements Project – Modified Phase 1C – Construction Contract and GMP Approval
RESPONSIBLE: Russ Funk
DEPARTMENT: Engineering
STRATEGIC RELEVANCE: Necessary Administrative Action
Infrastructure Sustainability

SUMMARY

The purpose of this item is to seek Council approval to enter into a Construction Contract with BHI for a Modified/Reduced Phase 1C of the Central Heber Water/Sewer Replacements Project and approve the proposed GMP (Guaranteed Maximum Price) amount of \$9,757,952.46.

RECOMMENDATION

Approve and authorize staff to execute a Construction Contract with BHI for a Modified/Reduced Phase 1B of the Central Heber Replacements Project and approve the proposed GMP of \$9,757,952.46.

BACKGROUND

Based on Council direction to move forward with Phase 1 of the Central Heber Replacements Project, the City has previously entered into agreements with BHI for CM/GC Services, a Construction Contract and GMP for Phase 1A, Phase 1B and for Material Procurement services.

Current plans include phasing construction of the project over 3-4 construction seasons. Phase 1A commenced in 2022, Phase 1B commenced in 2023, and Phase 1C has commenced in 2024 with work along 500 North.

Staff worked with Sunrise Engineering, our legal team, and BHI on the terms of the construction and GMP agreement in 2022 when the Phase 1A agreement was finalized. The same general agreement format was used for Phase 1B, and is proposed for the Modified/Reduced Phase 1C Agreement.

The current funding package for the project includes the following:

- \$2.0 Million - Federal ARPA Grant
- \$3.0 Million - State ARPA Grant
- \$20.5 Million - CIB Loan (30-Yr, 1.5%)
- \$14.5 Million - Privately Placed Water Bonds (25-Yr, 2.99%)
- \$1.75 Million - Culinary Water Impact Fees
- \$1.25 Million – Misc Operating Funds
- \$43 Million – Total Capital Stack

As you know, due to inflationary factors, there is a budget shortfall of just under \$10.8 Million to complete the entire Phase 1 scope.

DISCUSSION

There are several options for moving forward with the project, they include:

- Option 1 - Complete as much as we can with the available \$43 Million budget.
This would include completing the remaining blocks between Main St and 100 East, 50 West Sewer, and 500 North.
- Option 2 - Complete the proposed Modified Phase 1C project which has a budget shortfall of approximately \$2,286,642.
Same scope as Option 1, but eliminates slip lining on 50 E and adds 400 North and connecting blocks between 400 N and 500 N.
- Option 3 - Complete the original anticipated scope. This option has a budget shortfall of approx \$10.8 Million and would require additional project financing to complete.

Although some members of the Council have expressed interest and asked for more information regarding Option 3, at this time it is recommended to move forward with Option 2 while additional information is gathered regarding Option 3. If it is later determined to seek additional financing to complete the entire original scope, that option could be handled later through a change order to the agreement.

FISCAL IMPACT

Staff has worked with Sunrise Engineering and BHI to identify a modified or reduced Phase 1C scope to better fit within the available budget. The proposed scope includes completing the remaining block sections between Main Street and 100 East, as well as completing 400 N and 500 North and the blocks in between. A map showing the limits of the proposed scope is included as an attachment to this report.

Even with the reduced scope there is still a budget shortfall of approximately \$2,286,642. In addition to the funds already budgeted in FY24 and FY25 for the project, the following funds are proposed to help make up the shortfall:

Budgeted (FY24 or FY25)

\$268,000 + \$80,000 (FY24 Remaining) – D-015 Annual Storm Water Improvements
\$175,000 – T-091 Annual Traffic Calming Improvements (Leave @25K)
\$150,000 – T-061 Annual Sidewalk New Construction & Repair (Leave \$60K)

Non-Budgeted (From Surplus)

\$657,000 – Fund 56 - Water Impact Fees (PI Improvements)
\$512,000 – Fund 67 – Sewer Capital
\$296,000 – Fund 66 – Water Capital
\$149,000 – Fund 48 – Transportation Tax
\$2,287,000 - Total

It should be understood that due to varying construction schedules, it is impossible to know exactly how much will be needed on the project each fiscal year. Budget amendments are expected to roll unused dollars forward and/or to increase yearly budgets based on actual production.

CONCLUSION

Based on the need to pursue replacement of our aging infrastructure, staff is recommending Council provide authorization to enter into the Modified Phase 1C Construction Agreement and GMP Approval with BHI.

ALTERNATIVES

1. Approve as proposed
2. Approve as amended
3. Continue
4. Deny

POTENTIAL MOTIONS

Alternative 1 - Approval - Staff Recommended Option

I move to **approve** the **item** as presented, with the findings and conditions as presented in the conclusion above.

Alternative 2 - Approve as Amended

I move to **approve** the **item** as amended, as follows.

Alternative 3 - Continue

I move to **continue** the **item** to another meeting on , with direction to the applicant and/or Staff on information and / or changes needed to render a decision, as follows:

Alternative 4 - Denial

I move to **deny** the **item** with the following findings.

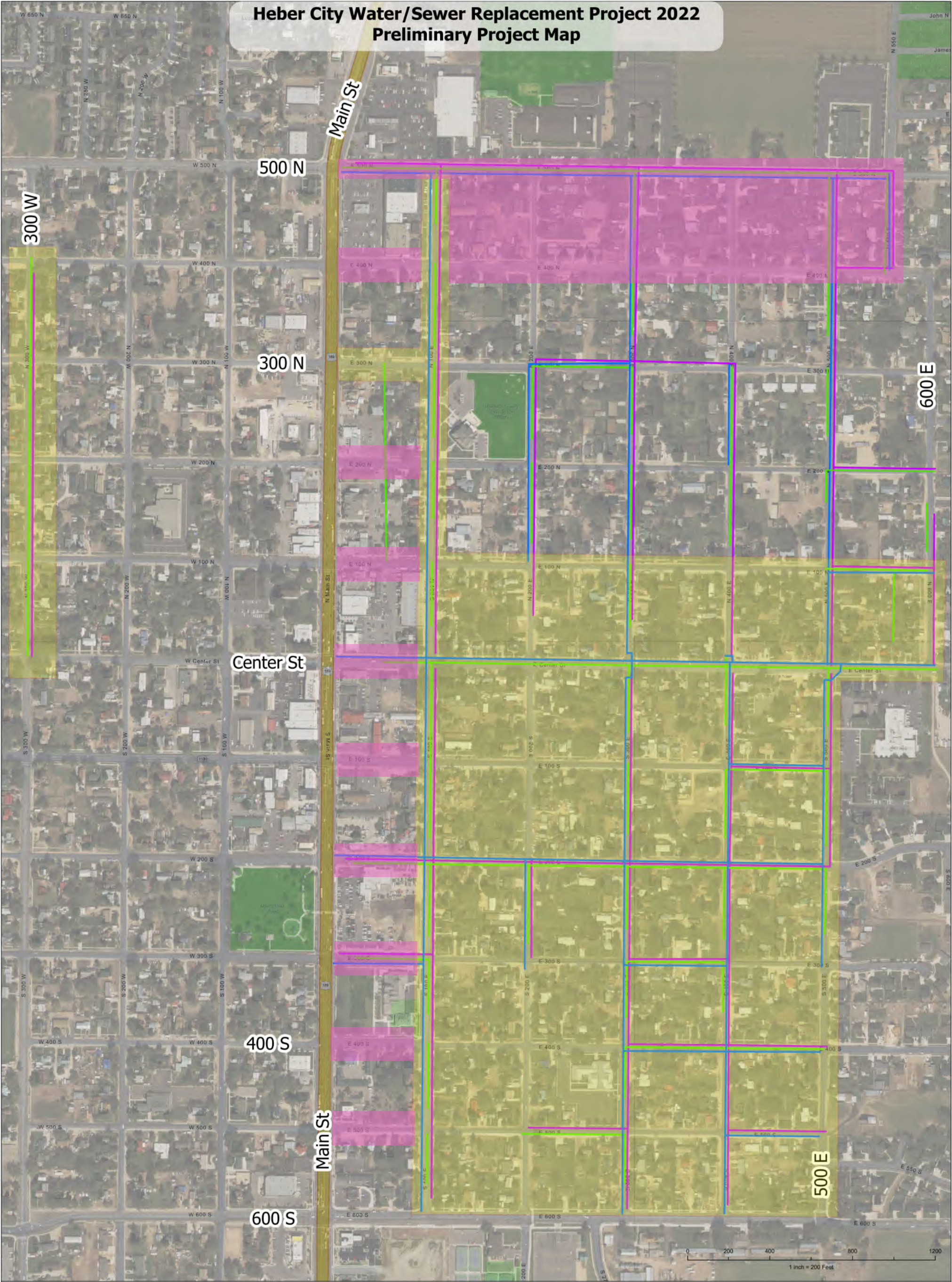
ACCOUNTABILITY

Department: Engineering
Staff member: Russ Funk, City Engineer

EXHIBITS

1. Modified Phase 1C - Project Map
2. FY25 Draft Budget - Mod Phase 1C Proposed Financing
3. Proposed Construction and GMP Agreement

Heber City Water/Sewer Replacement Project 2022
Preliminary Project Map



— Water Main Replacement

— Sewer Main Replacement

— Irrigation Main Construction



HEBER CITY

HEART OF THE WASATCH BACK



SUNRISE
ENGINEERING



	41	42	46	47	48	56	57	58	61	66	67	68	69	Grand Total
	Airport Capital Improvements	General Capital Improvements	Street Impact Fees	Parks Impact Fees	Transporation Tax	Culinary Water Impact	Sewer Water Impact	Pressurized Irrigation Impact	Internal Service	Culinary Water Capital	Sewer Capital	Stormwater Capital	Presurized Irrigation Capital	
Projected Beginning Fund Balances	96,617.00	4,897,055.00	1,705,848.00	3,827,161.00	1,302,308.00	4,828,338.00	2,532,545.00	265,886.00	852,330.00	3,551,816.00	6,494,238.00	11,820.00	4,956,003.00	35,321,965.00
Total Operating Expenses	(116,000.00)					(5,000.00)	-		(707,575.00)					(828,575.00)
Total Projected Revenue	1,335,603.00		755,851.00	1,214,117.00	2,185,000.00	796,897.00	590,788.00	318,904.00	1,858,480.00					9,055,640.00
Total Available Funds	1,316,220.00	4,897,055.00	2,461,699.00	5,041,278.00	3,487,308.00	5,620,235.00	3,123,333.00	584,790.00	2,003,235.00	3,551,816.00	6,494,238.00	11,820.00	4,956,003.00	43,549,030.00
Total CIP Requests	(1,602,640.00)	(4,485,000.00)	(2,304,000.00)	(4,746,000.00)	(1,146,000.00)	(89,000.00)	(498,000.00)	(347,000.00)	(1,651,340.00)	(4,036,880.00)	(5,450,600.00)	(269,200.00)	(7,157,720.00)	(33,783,380.00)
Reserve Percentage						25%	25%	25%	25%					
Operating Reserve	-					(199,224.25)	(147,697.00)	(79,726.00)	-					(426,647.25)
Interfund Transfers	385,000.00	151,000.00								1,525,000.00	-	265,000.00	3,370,000.00	5,696,000.00
Debt Service			(20,686.00)		(287,392.00)	(13,528.00)	(12,967.00)	(3,351.00)						(337,924.00)
Bond Proceeds	-	-	-		-	-	-	-	-	-	-	-	-	-
Restricted Funds for Future Years														-
Projected Ending Fund Balance, net	98,580.00	563,055.00	137,013.00	295,278.00	2,053,916.00	5,318,482.75	2,464,669.00	154,713.00	351,895.00	1,039,936.00	1,043,638.00	7,620.00	1,168,283.00	14,697,078.75
Parks Cemetery and Trails														-
Cemetery Administration Building		2,500,000.00												2,500,000.00
Ford F-350, Parks and Cemetery									72,200.00					72,200.00
John Deere RC72B Rotary Brush Hog									9,000.00					9,000.00
John Deere side x side with snow plow, Parks & Cemetery									28,000.00					28,000.00
John Deere side x side with snow plow, Parks & Cemetery									4,500.00					4,500.00
Kubota Tractor									70,000.00					70,000.00
Lely Fertilizer Spreader		7,800.00												7,800.00
P-050 - 1000 North Trail - Mill Rd to 550 E				23,000.00										23,000.00
P-070 - Coyote Springs Park				2,521,000.00										2,521,000.00
P-082 - Muirfield Park Expansion				200,000.00										200,000.00
P-083 - Main Street Park Improvements (Bandshell & Ped Plaza)		1,405,000.00		2,002,000.00						155,000.00				3,562,000.00
Pressurized Irrigation														-
I-003 1200 West - 430 S to 500 S								225,000.00						225,000.00
I-011 300 East - East Bypass to 1600 N (12-inch)								122,000.00						122,000.00
I-028 - Citywide PI Meter Replacement													5,192,000.00	5,192,000.00
I-029 - Central Heber Irr Improvements - Phase 1													1,965,000.00	1,965,000.00
Storm Water														-
D-015 - Annual Ditch / Storm Drain Improvements												268,000.00		268,000.00
S-004 - 600 East - 1200 S to 1900 S (Hidden Ci Ln) (15")							332,000.00							332,000.00
S-047 Central Heber Sewer Replacement - Phase 1											5,387,000.00			5,387,000.00
Transportation														-
T-029 - 600 East - 1300 S to Hidden Creek Lane			775,000.00											775,000.00
T-041 Southfield Rd - 100 S to 1200 S			445,000.00											445,000.00
T-046 - 100 West - 500 North to 1000 South					261,000.00									261,000.00
T-057a East Bypass - Sec B 1050 East to 550 East		35,000.00	99,000.00											134,000.00
T-057b - East Bypass - Sec B 1050 East to Roundabout			253,000.00											253,000.00
T-058a - East Bypass - Sec A (Smiths Cost Share AG)		151,000.00												151,000.00
T-060 Annual Road Maintenance, Seal, Stripe, Cracks					475,000.00									475,000.00
T-061 - Annual Sidewalk New Construction and Repair					210,000.00									210,000.00
T-069 - 1900 South - Mill Road to 500 East			101,000.00											101,000.00
T-088 - 150 East 1000 S to 1200 S		19,000.00	631,000.00											650,000.00
T-091 - Annual Traffic Calming Improvements					200,000.00									200,000.00
Waste Water														-
Callaway Drive Easement Road											60,000.00			60,000.00
S-024 - 1500 W - 100 S to 1200 S (12")							166,000.00							166,000.00
Water														-
Badger Ultrasonic/LTE Water Meters										260,000.00				260,000.00
Broadhead Facility Driveway Replacement										15,000.00				15,000.00
Composite Meter Lids										80,000.00				80,000.00
Hospital Well Generator										300,000.00				300,000.00
W-008 - 1900 South - US 40 to Mill Road (12-inch)						89,000.00								89,000.00
W-061 US40 or W-061A Ostler Peak Rd - 1600 N to 900 N (12-inch)										224,000.00				224,000.00
W-071 Central Heber Water Replacement - Phase 1										3,000,000.00				3,000,000.00
Capital Improvement Program Total	1,602,640.00	4,485,000.00	2,304,000.00	4,746,000.00	1,146,000.00	89,000.00	498,000.00	347,000.00	1,651,340.00	4,036,880.00	5,450,600.00	269,200.00	7,157,720.00	33,783,380.00

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Restricted Funds for Future Years														
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Fleet & Equipment														
10 wheel dump/snowplow with salt spreader									266,000.00					266,000.00
2 YEAR Lease-Ford F-150 Hybrid #1									8,000.00					8,000.00
2 YEAR Lease-Ford F-150 Hybrid #2									8,000.00					8,000.00
2 YEAR Lease-Ford F-150 Hybrid #3									8,000.00					8,000.00
2 YEAR Lease-Ford F-150 Hybrid #4									8,000.00					8,000.00
2 YEAR Lease-Ford F-150 Hybrid #5									8,000.00					8,000.00
Airport Loader Lease									27,000.00					27,000.00
Airport, V-Plow for loader									38,000.00					38,000.00
Backhoe Lease #1									25,000.00					25,000.00
Backhoe Lease #2									25,000.00					25,000.00
Backhoe Lease #3									25,000.00					25,000.00
Ford F-550, Flatbed Dump, Snowplow, Salt Spreader									103,000.00					103,000.00
Freightliner 4X4 dump truck/snowplow									291,000.00					291,000.00
John Deere Gator XUV835M									26,500.00					26,500.00
Loader lease #1									27,000.00					27,000.00
Loader lease #2									27,000.00					27,000.00
Police Department Leases Program									473,550.00					473,550.00
Replacement Vehicle for Reserve Unit									59,740.00					59,740.00
CAT skid Steer Yearly Trade Out									3,000.00					3,000.00
CAT backhoe lease									10,850.00					10,850.00
General Government Projects														-
American Chiller HVAC Unit for Public Safety (Second Unit)		42,600.00												42,600.00
Computers for Conference Room and Council Chambers														-
Dark Sky Initiative and Installation		100,000.00												100,000.00
GPS Unit		3,600.00								2,880.00	3,600.00	1,200.00	720.00	12,000.00
Motorola Handheld Radios		21,000.00												21,000.00
New Computers for Proposed Comm Dev Customer Window														-
Planning Computer and Tablet														-
Police Department Carport Repair														-
Refinishing Floor at Public Works														-
Section B Landscaping (Construction/Maint Fund 2)		200,000.00												200,000.00
Heber Valley Airport														-
Environmental Studies (Phase 1)	800,000.00													800,000.00
Pavement Preservation (Federally Funded)	376,900.00													376,900.00
Pavement Preservation (Locally Funded)	88,140.00													88,140.00
Pavement Preservation (State Funded)	237,600.00													237,600.00
Phase II ESA	100,000.00													100,000.00

**STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTOR
FOR A PUBLIC WORKS PROJECT**

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CONSTRUCTOR'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. PRICE
8. CHANGES
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION AND RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS

ARTICLE 1 AGREEMENT

Job Number: []

Account Code: []

This Agreement is made this 2nd day of July in the year 2024,

by and between the

OWNER, Heber City, a municipal corporation organized under the laws of the State of Utah with its primarily place of business located at 75 North Main Street, Heber City, Utah 84032

and the

CONSTRUCTOR, BH, Inc. a corporation organized under the laws of the State of Utah, with its primary place of business located at 1175 East 2000 South, Vernal, Utah 84078;

for construction and services in connection with the following

PROJECT, Central Heber Water/Sewer Replacement Program Modified Phase 1C

Notice to the Parties shall be given at the above addresses.

The DESIGN PROFESSIONAL is Sunrise Engineering, Inc. a Utah corporation with its primary place of business located at 25 East 500 North, Fillmore, Utah 84631.

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP AND ETHICS The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing.

2.1.1 Constructor shall furnish construction administration and management services and use Constructor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.2 Constructor represents that it is an independent contractor and that in its performance of the Work it shall act as an independent contractor.

2.1.3 Neither Constructor nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement or unless authorized in writing by Owner's Representative.

2.2 ETHICS The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, Subcontractors or others for whom they may be liable, to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work. Constructor shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided in section 3.17.

2.3.1 Owner shall obtain from Design Professional either a license for Constructor and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Constructor against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.4 DEFINITIONS

2.4.1 "Agreement" means this Standard Agreement and General Conditions Between Owner and Constructor for a Public Works Project, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.4.1.1 The following exhibits are part of this Agreement:

- Exhibit A: Guaranteed Maximum Price (GMP);
- Exhibit B: Schedule of Values;
- Exhibit C: Schedule of the Work
- Exhibit D: Application for Payment
- Exhibit E: Contract Change Order
- Exhibit F: Field Work Order
- Exhibit G: Certificate of Substantial Completion
- Exhibit H: Certificate of Final Acceptance
- Exhibit I: List of Pricing Assumptions and Clarifications
- Exhibit J: Design Documents for The Work

2.4.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.4.3 A "Change Order" is a written order signed by Owner and Constructor after execution of this Agreement, indicating changes in the scope of the Work, the Contract Price, or Contract Time, including substitutions proposed by Constructor and accepted by Owner.

2.4.4 The "Contract Documents" consist of this Agreement, the existing Contract Documents listed in section 14.1, drawings, specifications, addenda issued and acknowledged prior to execution of this Agreement, information furnished by Owner pursuant to subsection 3.13.4 and 4.2, and modifications issued in accordance with this Agreement.

2.4.5 The “Constructor” is the person or entity identified in ARTICLE 1 and includes Constructor’s Representative.

2.4.6 “Constructor’s Contingency” is the difference between the GMP, which accounts for Allowances and unforeseen costs, and the estimated Cost of the Work set forth in the Schedule of Values.

2.4.7 “Contract Price” is the amount indicated in section Article 7 of this Agreement.

2.4.8 “Contract Time” is the period between the Date of Commencement and Final Completion.

2.4.9 “Date of Commencement” is as set forth in section 6.1.

2.4.10 “Day” means a calendar day.

2.4.11 “Defective Work” is any portion of the Work that does not conform to the requirements of the Contract Documents.

2.4.12 “Design Professional” means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.4.13 “Final Completion” occurs on the date when Constructor’s obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by Owner and Constructor.

2.4.14 “Guaranteed Maximum Price (GMP) Proposal” means the offer or proposal of the Constructor which sets forth the GMP for the Work to be performed during the construction phase.

2.4.15 “Hazardous Material” is any substance or material identified now or in the future as hazardous under Laws, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.4.16 “Field Work Order” is a change to the Work directed by Owner pursuant to section 8.2.

2.4.17 “Laws” mean federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which Constructor must comply that are enacted as of the Agreement date.

2.4.18 “Others” means other contractors/constructors, material suppliers, and persons at the Worksite who are not employed by Constructor or Subcontractors.

2.4.19 “Overhead” means (a) payroll costs and other compensation of Constructor employees in Constructor’s principal and branch offices; (b) general and administrative expenses of Constructor’s principal and branch offices including charges against Constructor for delinquent payments; and (c) Constructor’s capital expenses, including interest on capital used for the Work.

2.4.20 “Owner” is the person or entity identified in ARTICLE 1, and includes Owner’s Representative.

2.4.21 The “Parties” are collectively Owner and Constructor.

2.4.22 “The Project,” as identified in ARTICLE 1, is the improvements for which Constructor is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.4.23 The “Schedule of Values” is as identified in Article 9.

2.4.24 The "Schedule of the Work" is the document prepared by Constructor that specifies the dates on which Constructor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. The Schedule of Work shall include a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work.

2.4.25 A "Subcontractor" is a person or entity retained by Constructor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.4.26 "Substantial Completion" means that the Work is complete in accordance with the Contract Documents, approved by Owner, and ready to be placed into service, including cleanup.

2.4.27 A "Sub-subcontractor" is a person or entity who has an agreement with a Subcontractor or another Sub-subcontractor to perform a portion of the Subcontractor's Work.

2.4.28 A "Supplier" is a person or entity retained by Constructor to provide material or equipment for the Work.

2.4.29 "Work" means the construction and services necessary or incidental to fulfill Constructor's obligations for the Project in conformance with this Agreement and the other Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.4.30 "Worksite" means the geographical area of the Project location as identified in the Contract Documents where the Work is to be performed.

ARTICLE 3 CONSTRUCTOR'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

3.1.2 Constructor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions. In such case, Constructor shall not be liable to Owner for damages resulting from compliance with such instructions unless Constructor recognized and failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.

3.1.3 Constructor shall perform Work only within locations allowed by the Contract Documents, Laws, and applicable permits.

3.2 COOPERATION WITH WORK OF OWNER AND OTHERS

3.2.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.2.2 If Owner elects to perform work at the Worksite directly or by Others, Constructor and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable

schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time may be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work shall be revised accordingly. Constructor, Owner, and Others shall adhere to the revised construction schedule.

3.2.3 With regard to the work of Owner and Others, Constructor shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective, (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities, and (c) coordinate Constructor's Work with theirs.

3.2.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Constructor shall give Owner prompt written notification of any defects Constructor discovers in their work which will prevent the proper execution of the Work. Constructor's obligations in this subsection do not create a responsibility for the work of Owner or Others but are for the purpose of facilitating the Work. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.

3.3 RESPONSIBILITY FOR PERFORMANCE

3.3.1 Prior to commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished by Owner that are Contract Documents, relevant field measurements made by Constructor, and any visible conditions at the Worksite affecting the Work.

3.3.2 Should Constructor discover any errors, omissions, or inconsistencies in the Contract Documents, Constructor shall promptly report them to Owner. It is recognized, however, that Constructor is not acting in the capacity of a licensed design professional, and that Constructor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies or to ascertain compliance with applicable laws, building codes, or regulations. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.

3.3.3 Constructor shall have no liability for errors, omissions, or inconsistencies discovered under this section unless Constructor knowingly fails to report a recognized problem to Owner.

3.3.4 As agreed by the Parties, Constructor may be entitled to additional costs or time because of clarifications or instructions by Owner in accordance with subsection 3.3.2.

3.3.5 Nothing in this section shall relieve Constructor of responsibility for its own errors, inconsistencies, and omissions.

3.4 CONSTRUCTION PERSONNEL AND SUPERVISION

3.4.1 Constructor shall provide competent supervision for the performance of the Work.

3.4.2 Constructor shall be responsible to Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of Constructor or any of its Subcontractors.

3.4.3 Constructor shall permit only qualified persons to perform the Work. Constructor shall enforce safety procedures, strict discipline, and good order among persons performing the Work. If Owner reasonably determines that a particular person is unfit or unskilled for the assigned Work, Constructor shall immediately reassign the person upon receipt of Owner's written notice to do so.

3.4.4 CONSTRUCTOR'S REPRESENTATIVE Constructor's authorized representative is Michael Thompson. Constructor's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Constructor changes its representative or their authority, Constructor shall immediately notify Owner in writing. Owner reserves the right to reject or approve the new representative.

3.5 WORKMANSHIP The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

3.6 MATERIALS FURNISHED BY OWNER OR OTHERS If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Constructor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Constructor shall be the responsibility of Constructor and may be deducted from any amounts due or to become due Constructor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Constructor of defects, Owner shall promptly inform Constructor what action, if any, Constructor shall take with regard to the defects.

3.7 TESTS AND INSPECTIONS

3.7.1 Constructor shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Constructor shall give proper notice to all required parties of such tests, approvals, and inspections. If desired, Owner and Others may timely observe the tests at the normal place of testing. Testing shall be conducted by an independent testing laboratory or entity retained by Constructor. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Constructor and promptly delivered to Owner.

3.7.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Constructor shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.7.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents, Constructor shall be responsible for costs of correction and retesting.

3.8 WARRANTY

3.8.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Constructor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Constructor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include work performed by Owner or Others, or abuse. Constructor's warranty shall commence on the Date of Substantial Completion of the Work.

3.8.2 Constructor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. All such warranties shall be listed in an attached exhibit to this Agreement. Constructor's liability for such warranties shall be limited to the correction

period as provided in the section below. After that period, Constructor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.8.3 Constructor shall warranty the Work for a period of up to two (2) years after the established Date of Substantial Completion. The warranty period shall be reduced to one year if Substantial Completion is completed between April 30th and November 1st.

3.9 CORRECTION OF WORK

3.9.1 If, within the correction period following the date of Substantial Completion of the Work, any Defective Work is found, Owner shall notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

3.9.2 Correction periods shall not be extended by corrective work performed by Constructor.

3.9.3 If Constructor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner prior to final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Constructor.

3.9.4 If after the correction period but before the applicable limitation period Owner discovers any Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Constructor. If Constructor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner. Constructor shall complete the correction of Work within a mutually agreed timeframe.

3.9.5 If Constructor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Constructor shall be responsible for the cost of correcting the destroyed or damaged property.

3.9.6 The period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Constructor's other obligations under the Contract Documents.

3.9.7 Prior to final payment, at Owner's option and with Constructor's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such case, the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.10 CORRECTION OF COVERED WORK

3.10.1 If the Owner considers it necessary or advisable that covered work be inspected or tested, the Constructor will uncover, expose, or otherwise make available for observation, inspection or testing as the Owner may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Constructor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Constructor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order may be issued.

3.11 SAFETY OF PERSONS AND PROPERTY

3.11.1 SAFETY PRECAUTIONS AND PROGRAMS Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work or for compliance with Laws.

3.11.2 Constructor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.11.2.1 its employees and other persons at the Worksite;

3.11.2.2 materials and equipment stored at onsite or offsite locations for use in the Work; and

3.11.2.3 property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Worksite.

3.11.3 CONSTRUCTOR'S SAFETY REPRESENTATIVE Constructor's Worksite safety representative is Greg Mele, who shall act as Constructor's Worksite safety representative with a duty to prevent accidents. If no individual is identified in this subsection, Constructor's safety representative shall be Constructor's Representative. Pursuant to any minimum insurance requirements, Constructor shall report promptly in writing to Owner all recordable accidents and injuries occurring at the Worksite. When Constructor is required to file an accident report with a public authority, Constructor shall furnish a copy of the report to Owner.

3.11.4 Constructor shall provide Owner with copies of all notices required of Constructor by law or regulation. Constructor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

3.11.5 Damage or loss not insured under property insurance which may arise from the Work, to the extent caused by the negligent acts or omissions of Constructor, or anyone for whose acts Constructor may be liable, shall be promptly remedied by Constructor.

3.11.6 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Constructor's safety program, may require Constructor to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Constructor does not adopt corrective measures, Owner may perform them and deduct their cost from the Contract Price. Constructor agrees to make no claim for damages, for an increase in the Contract Price or for a change in the Contract Time based on Constructor's compliance with Owner's reasonable request.

3.12 EMERGENCIES

3.12.1 In an emergency affecting the safety of persons or property, Constructor shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price or Contract Time resulting from the actions of Constructor in an emergency situation shall be determined as provided for in ARTICLE 8.

3.13 HAZARDOUS MATERIALS

3.13.1 Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate governmental agency.

3.13.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Constructor shall be entitled to immediately stop Work in the affected area. Constructor shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.13.3 Constructor shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.13.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work. Constructor shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.13.5 If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

3.13.6 Subject to, and to the extent permitted by applicable Laws, section 6.6, and to the extent not caused by the negligent acts or omissions of Constructor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Constructor, its Subcontractors and Sub-subcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.13.7 MATERIALS BROUGHT TO THE WORKSITE

3.13.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Constructor, Subcontractors, Owner, or Others, shall be maintained at the Worksite by Constructor, and made available to Owner, Subcontractors, and Others.

3.13.7.2 Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor in accordance with the Contract Documents and used or consumed in the performance of the Work.

3.13.7.3 To the extent caused by the negligent acts or omissions of Constructor, its agents, officers, directors, and employees, Constructor shall indemnify and hold harmless Owner, its agents, officers, directors, and employees, from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to the delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor in accordance with the Contract Documents.

3.13.8 This section 3.13 shall survive the completion of the Work or any termination of this Agreement.

3.14 SUBMITTALS

3.14.1 Constructor shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with subsection 4.5.1. Constructor shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Constructor shall prepare and deliver its submittals in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless express written approval is obtained from Owner specifically authorizing such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be promptly memorialized in a Change Order. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. If the Contract Documents do not contain submittal requirements pertaining to the Work, Constructor agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by Owner.

3.14.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.14.3 Constructor shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 8 are followed. Approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.14.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda, Change Order and other modifications, and required submittals including product data, samples, and shop drawings.

3.15 SUBSTITUTIONS No substitutions shall be made in the Work unless permitted in the Contract Documents and then only after Constructor obtains approvals required under the Contract Documents for substitutions. No later than seven (7) Days following approval by Owner and, if applicable, Design Professional, substitutions shall be promptly memorialized in a Change Order, and if applicable, provide for an adjustment in the Contract Price or Contract Time.

3.16 AS-BUILTS Constructor shall prepare and submit to Owner final marked-up as-built drawings.

3.17 DESIGN DELEGATION If the Contract Documents specifically require Constructor to procure design services, Owner shall specify all required performance and design criteria. Constructor shall review Owner provided data and notify Owner of any perceived issues with Owner provided data that may compromise the Project. Constructor shall not be responsible for the adequacy of such performance and design criteria. As permitted by the laws, rules, and regulations in the jurisdiction where the Project is located, Constructor shall procure such services and any certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Constructor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by Constructor's design professional.

3.18 PERMITS AND TAXES

3.18.1 Constructor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work as specified in Exhibit I. Constructor shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.18.2 Constructor shall pay all applicable sales, consumer, use and other taxes enacted when bids are received, or negotiations concluded for the Work provided by Constructor.

3.19 CUTTING, FITTING, AND PATCHING

3.19.1 Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work.

3.19.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner.

3.20 CLEANING UP

3.20.1 Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion 3.20.2 of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.20.3 If Constructor fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due or to become due Constructor in the next payment period.

3.21 ACCESS TO WORK Constructor shall facilitate the access of Owner, Design Professional, and Others to Work in progress.

3.22 TRAFFIC AND PUBLIC CONVENIENCE Constructor shall notify the proper authorities at least two (2) Business Day(s) in advance of starting any work that impacts the flow of traffic on a public street and accommodate the needs of such authorities regarding traffic restrictions. Constructor shall repair and restore to service any utility service facilities damaged by Constructor's negligence and shall cooperate with utility companies in the restoration of their service.

3.22.1 Constructor shall make reasonably suitable and adequate provisions for the convenience and safety of the public and of the residents along the route of construction during working and non-working hours. Constructor shall exercise reasonable care not to damage property along the route of the Work.

3.22.2 Constructor shall coordinate the timing of early construction notifications with Owner and Design Professional, so notification of residents and businesses occurs two to four weeks prior to the start of construction in an affected area. Constructor shall provide 48-hour advance notifications to residents and businesses regarding planned utility outages.

3.23 COMPLIANCE WITH LAWS Constructor shall comply with all Laws at its own costs. Constructor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Constructor, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including Owner, is received.

3.23.1 The Contract Price or Contract Time shall be equitably adjusted by Change Order for additional costs resulting from any changes in Laws, including increased taxes, which were not reasonably anticipated and then enacted after the date of this Agreement.

3.24 CONFIDENTIALITY Unless compelled by law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena, Constructor shall treat as confidential and not disclose to third-persons, except Subcontractors, Sub-subcontractors, and Suppliers as is necessary for the performance of the Work, or use for its own benefit, any of Owner's confidential information, know-how, discoveries, production methods, and the like that may be disclosed to Constructor or which Constructor may acquire in connection with the Work. Owner shall treat as confidential information all of Constructor's estimating systems and historical and parameter cost data that may be disclosed to Owner in connection with the performance of this Agreement. The Parties shall each specify those items to be treated as confidential and shall mark them as "Confidential." If a Party is legally compelled or there is an order seeking disclosure of any Confidential Information, Constructor or Owner shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this article shall be fulfilled with reasonable detail and in a timely manner.

4.2 WORKSITE INFORMATION Owner shall provide at Owner's expense and with reasonable promptness:

4.2.1 information provided by the Owner relevant to the Work includes the following: partial subsurface utility GIS data; subsurface drainage system map; a sampling of adjacent project geotechnical data; sewer inspection reports; irrigation ditch crossing location and length data; design documents generated by Design Professional including, but not limited to, plans, drawings and specifications ("Design Documents");

4.2.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material and other existing conditions; and

4.2.3 other relevant, and readily available information requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

4.3 CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Constructor shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Within a reasonable time after receiving notice, Owner will direct Constructor how to proceed. If Owner acknowledges that Constructor has encountered an unknown condition, Constructor shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties or an interim change directive. Any change in the Contract Price or the Contract Time as a result of the unknown condition shall be determined as provided in ARTICLE 8. If Owner denies the existence of an unknown condition, Constructor may seek recourse in accordance with ARTICLE 12.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Constructor is responsible for all permits and fees identified in Exhibit I. Any other permits identified that are not covered in Exhibit I shall be the responsibility of the Constructor and negotiated by Change Order.

4.5 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide electronic copies of the Contract Documents to Constructor without cost.

4.5.1 DOCUMENTS IN ELECTRONIC FORM If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, prior to any such exchange, Owner, Design Professional and Constructor shall agree on a written protocol governing all exchanges which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.6 OWNER'S REPRESENTATIVE Owner's Representative is Russell Funk. Owner's Representative shall be fully acquainted with the Project and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. This authority is subject to the policies of Owner, which may require prior authorization from the Heber City Council in some cases. If Owner changes its Representative or its Representative's authority, Owner shall immediately notify Constructor in writing.

4.7 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Constructor and Others with regard to respective responsibilities for cleaning up at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.8 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Constructor, Owner may either (1) promptly remedy the damage or loss or (2) accept the damage or loss. If Constructor incurs additional costs or is delayed due to such loss or damage, Constructor shall be entitled to an equitable adjustment in the Contract Price or Contract Time.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS The Work not performed by Constructor with its own forces shall be performed by Subcontractors.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the award of this Agreement, Constructor shall provide Owner and, if directed, Design Professional with a written list of the proposed Subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed Subcontractor or Supplier, Owner shall notify Constructor in writing. Failure to object within 10 business days shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Constructor shall not contract with the proposed Subcontractor or Supplier, and Constructor shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the Contract Price or Contract Time because of the substitution.

5.2.3 The Constructor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors and Suppliers, and of persons either directly or indirectly employed by them, as the Constructor is for the acts and omissions of persons directly employed by itself.

5.2.4 The Constructor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Constructor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Constructor the same power as regards terminating any subcontract that the Owner may exercise over the Constructor under any provision of the Contract Documents.

5.2.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor or Supplier and the Owner.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: July 2, 2024.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Substantial Completion of the Work shall be achieved in 335 (June 2, 2025) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, Constructor shall achieve Final Completion within 30 (July 2, 2025) Days after the date of Substantial Completion. The deadlines for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence for this Agreement and the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Constructor shall not knowingly commence the Work before the effective date of insurance to be provided by Constructor or Owner as required by the Contract Documents.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting the first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to commence and complete various parts of the Work, including dates on which information and approvals are required from Owner. Constructor shall comply with the approved Schedule of the Work, unless directed by Owner to do otherwise or Constructor is otherwise entitled to an adjustment in the Contract Time. Constructor shall update the Schedule of the Work on a monthly basis or at appropriate intervals as required by the conditions of the Work and the Project.

6.2.2 Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. To the extent such changes increase Constructor's costs or time, the Contract Price and Contract Time shall be equitably adjusted.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Constructor is delayed in the commencement or progress of the Work for cause beyond the control of Constructor, Constructor may be entitled to an equitable extension of the Contract Time. Examples include (a) encountering Hazardous Materials or concealed or unknown conditions; (b) or delay authorized by Owner pending dispute resolution or suspension by Owner under section 11.1. Examples of force majeure events beyond the control of Constructor include but are not limited to: (c) transportation delays not reasonably foreseeable; (d) labor disputes not involving Constructor; (e) fire; (f) terrorism; (g) epidemics and pandemics; (h) substantive adverse governmental actions; (i) adverse weather conditions not reasonably anticipated. Constructor shall submit requests for equitable extensions of Contract Time in accordance with ARTICLE 8.

6.3.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by the items described immediately above, Constructor may be entitled to an equitable adjustment in the Contract Price subject to section 6.6.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. Owner and Constructor agree to take reasonable steps to mitigate the effect of such delays. Constructor shall not be eligible for extensions of Contract Time or adjustments to Contract Price unless prompt written notice of delays is provided to the Owner.

6.4 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in the section above, Constructor shall give Owner written notice of the claim in accordance with section 8.3.4. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to section 6.6. Owner shall process any such claim against Constructor in accordance with ARTICLE 8.

6.5 LIQUIDATED DAMAGES The Parties agree that this Agreement shall provide for the imposition of liquidated damages based on the Date of Substantial Completion. If Constructor fails to achieve Substantial Completion in accordance with the Schedule of Work, Subject to any extension of time granted by the Owner, then the Constructor will pay liquidated damages to the Owner, the sum of \$1,000, for each consecutive calendar day until Substantial Completion is achieved.

6.6 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in section 6.5 and excluding losses covered by insurance required by the Contract Documents, Owner and Constructor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. Owner agrees to waive damages, including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Constructor agrees to waive damages, including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

6.6.1 Owner and Constructor shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 PRICE

7.1 UNIT PRICE Subject to the GMP set forth in Section 7.2 of this Agreement, payment for all items will be on a unit price basis, unless listed otherwise in the Schedule of Values and/or measurement and payment. The unit price and payment made for each item listed shall constitute full compensation for furnishing all plant, labor, materials, and equipment, and performing any associated Constructor quality control, environmental protection, meeting safety requirements, tests and reports, and for performing all Work required for each of the unit price items. Contract unit price multiplied by agreed quantity is full compensation and includes Overhead, field overhead, and profit. The sum of the unit prices times the contract quantities plus the sum of non-unit price items shall mean "Contract Price." The Contract Price shall be subject to increase or decrease based upon the actually accepted quantities performed times the current contract unit prices and as provided in ARTICLE 8.

7.2 GUARANTEED MAXIMUM PRICE ("GMP") The GMP is the maximum amount Owner shall pay to Constructor for the performance of the Work. The GMP shall be subject to modification as provided in ARTICLE 8. Constructor does not guarantee any specific line item provided as part of the GMP but agrees that it will be responsible for paying all costs of completing the Work that exceed the GMP, as adjusted in accordance with this Agreement. Owner and Constructor agree that the GMP shall be **Nine million, seven hundred fifty-seven thousand, nine hundred fifty-two dollars, and forty-six cents (\$9,757,952.46)** for modified phase 1C of the Project.

7.3 GUARANTEED MAXIMUM PRICE COMPONENTS The GMP is comprised of the maximum amount payable by Owner for:

7.3.1 Cost of the Work, the Cost of the Work for full and complete performance of the Work to complete the Project as expressly detailed in Exhibit A of this Agreement. No additional payments will be made for any Work expressly set forth in Exhibit A unless specifically noted and excluded from the GMP in the assumptions and clarifications of the GMP or omitted from the Design

Documents or Worksite Information furnished by Owner, or in the case of a change as provided by ARTICLE 8.

7.3.2 GMP Line Items, the GMP is further broken down into line items and categories:

7.3.2.1 Unit Costs. As described in section 7.1.

7.3.2.2 Allowances. The GMP accounts for allowances included in the Contract Price as follows:

7.3.2.2.1 If the Work designated as an allowance in the GMP is completed for less money than the amount allocated to the allowance, the surplus will revert to the Constructor's Contingency.

7.3.2.2.2 If the Work designated as an allowance requires more money than the amount allocated to the allowance, the Owner shall reallocate the funds with Constructor's assistance within the GMP by transferring excess from other allowance items or the Constructor's Contingency; alternatively, the Owner and Constructor may cooperate to reduce the cost of an allowance via value engineering, or using less expensive means, methods, or components.

7.3.2.3 Constructor's Contingency. The GMP includes a dollar amount listed as a Constructor's Contingency which shall be available for increased Project costs due to changes in scope requested by and subject to prior approval of Owner. The Constructor's Contingency may also be used, at the discretion of the Owner, to reimburse Constructor for unexpected costs due to:

7.3.2.3.1 Scope gaps between subcontractors;

7.3.2.3.2 Contract default by subcontractors;

7.3.2.3.3 Unforeseen field conditions;

7.3.2.3.4 Work completed to meet the intent of the design, but which was not indicated on the Design Documents;

7.3.2.3.5 Costs overruns not covered by allowances; and

7.3.2.3.6 Costs of corrective work not provided for elsewhere.

7.3.2.4 Any unused portion of the Constructor's Contingency (or any other unused portion of the project budget) remains as property of the Owner.

7.4 BASIS OF GUARANTEED MAXIMUM PRICE If the GMP has not been established prior to execution of this Agreement as identified in §7.2 above, Constructor shall prepare for Owner a GMP Proposal. Constructor shall include as part of the GMP Proposal a written statement of its basis, which, to the extent deemed necessary by Owner or Constructor, shall include:

7.4.1 list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

7.4.2 GMP Line Items as described in section 7.3.2;

7.4.3 list of the assumptions and clarifications made by Constructor in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

7.4.4 Date of Substantial Completion and Date of Final Completion upon which the GMP is based, and the Schedule of Work upon which Date of Substantial Completion and Date of Final Completion are based;

7.4.5 statement of Additional Services included, if any;

7.5 Constructor shall meet with Owner and Design Professional to review the GMP Proposal. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information

presented, they shall promptly notify Constructor, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP Proposal at which time it becomes an amendment to this Agreement.

7.6 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Constructor in accordance with the current Schedule of the Work, unless otherwise agreed by Owner and Constructor. Constructor shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

7.7 If the Contract Documents are not complete at the time the GMP Proposal is submitted to Owner, Constructor shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

7.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal, and as agreed to by the Parties, for such acceptance and so notifies Constructor, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

7.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Constructor, the GMP Proposal shall be deemed accepted, at which time it becomes an amendment to this Agreement. If such modifications are not accepted, Constructor may either offer a new GMP Proposal, or terminate the Agreement with the Parties to bear their own costs except as provided in §11.4.2, or

7.8.2 terminate the Agreement for convenience in accordance with §11.4

7.9 If Owner does not either (a) accept the GMP Proposal in writing, (b) suggest modifications in accordance with §7.8.1, or (c) terminate the Agreement for convenience as contemplated by §7.8.2 on or before the date specified in the GMP Proposal for such acceptance, Constructor may terminate the Agreement with the Parties to bear their own costs except as otherwise provided in §11.4.2.

7.10 ALLOWANCES

7.10.1 All allowances stated in the Contract Documents shall be included in the Contract Price as described in section 7.3.2.2.

7.10.2 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite, less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise.

ARTICLE 8 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directed Change.

8.1 CHANGE ORDER

8.1.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of the Work that impact the Contract Price or the Contract Time. All such changes in the Work that affect Contract Time or Contract Price shall be formalized in a Change Order and executed in accordance with this article.

8.1.2 For changes in the Work, Owner and Constructor shall negotiate an appropriate adjustment to the Contract Price or the Contract Time in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.

8.1.3 NO OBLIGATION TO PERFORM Constructor shall not be obligated to perform changes in the Work that impact Contract Price or Contract Time until a Change Order has been executed or a written Field Work Order has been issued.

8.2 FIELD WORK ORDER

8.2.1 Owner may issue a written Field Work Order directing a change in the Work prior to reaching agreement with Constructor on the adjustment, if any, in the Contract Price or the Contract Time.

8.2.2 Owner and Constructor shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of a Field Work Order. If the Constructor believes a Field Work Order entitles it to a change in Contract Price and/or Time, it shall give the Owner written notice thereof within seven (7) days after the receipt of the Field Work Order. The Constructor shall then document and submit the basis for the change in Contract Price or Time within thirty (30) days.

8.2.3 When Owner and Constructor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by a Field Work Order, such agreement shall be the subject of a Change Order. The Change Order shall include all outstanding changes on which Owner and Constructor have reached agreement on Contract Price or Contract Time issued since the last Change Order.

8.3 DETERMINATION OF COST

8.3.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

8.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

8.3.1.2 a mutually accepted, itemized lump sum;

8.3.2 If an increase or decrease in the Contract Price or Contract Time cannot be agreed to as set forth in subsection 8.3.1, and Owner issues a Field Work Order, the cost of the change in the Work shall be determined by the reasonable actual expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Constructor's Overhead and profit shall be adjusted accordingly.

8.3.3 If the Owner does not accept that a Change Order is appropriate as outlined in 8.2 above, written notice of this decision shall be provided to the Constructor within thirty (30) days of the receipt of the Constructor's documentation of the change in the Contract Price or Time. Any dispute shall thereafter be resolved pursuant to the terms of this Agreement. Regardless of any dispute by and between the Constructor and Owner, Constructor shall perform all work required by the Field Work Order, Change Order, or other contract document contained herein.

8.3.4 If the Owner agrees to a portion of the Change Order amount, the undisputed amount shall be paid by the Owner. The disputed portion shall thereafter be resolved pursuant to the terms of this Agreement.

8.4 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in subsection 6.3.2 and section 6.4, for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within

fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Constructor shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Constructor's claim no later than fourteen (14) Days after receipt of Constructor's claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

8.5 INCIDENTAL CHANGES Owner may direct Constructor to perform incidental changes in the Work, upon concurrence with Constructor that such changes do not involve adjustments in the Contract Price or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written Field Work Order to Constructor. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner and, if directed, Design Professional, a schedule of values. If the Contract Price is made up of unit prices, Constructor shall submit a schedule of values for all items whose value is a lump sum and that will take more than one month to perform.

9.2 PROGRESS PAYMENTS

9.2.1 APPLICATIONS Constructor shall submit to Owner and Design Professional a monthly application for payment no later than the 10th Day of the calendar month for the preceding thirty (30) Days. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values, quantities of unit price items acceptably installed, and any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders. The Design Professional will, within seven (7) days following receipt of application for payment, review and either approve or reject the application. The Design Professional will indicate approval in writing and present the request for payment to the Owner. If the application is rejected, the Design Professional will return the application to the Constructor indicating in writing the reasons for rejection. In the latter case, the Constructor may make necessary corrections or revisions and resubmit the application for payment. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than thirty (30) Days after presentation of an approved payment application. Owner may deduct from any progress payment amounts that may be retained pursuant to subsection 9.2.3.

9.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the Procurement Agreement dated April 28, 2022, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Constructor of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

9.2.3 RETAINAGE From each progress payment made prior to Substantial Completion, Owner may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in section 9.3, and in no event shall such percentage exceed any applicable statutory requirements. If Owner chooses to use this retainage provision:

9.2.3.1 Owner may, in its sole discretion, reduce the amount to be retained at any time;

9.2.3.2 Owner shall release retainage on that portion of the Work Contractor has completed in whole or in part, and which Owner has accepted.

9.3 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible under this Agreement:

9.3.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;

9.3.2 Except as accepted by the insurer providing builders risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to Others to whom Owner may be liable;

9.3.3 Constructor's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner;

9.3.4 rejected, nonconforming, or Defective Work not corrected in a timely fashion;

9.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Constructor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

9.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

9.5 PAYMENT DELAY If the Owner fails to make payment thirty (30) days after approval by the Design Professional, in addition to other remedies available to the Constructor, there shall be added to each such payment interest at the current prime rate commencing on the first day after said payment is due and continuing until the payment is received by the Constructor.

9.6 SUBSTANTIAL COMPLETION

9.6.1 Constructor shall issue a Notice of Substantial Completion to Owner and, if directed, Design Professional, when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Constructor shall promptly complete all items on the list.

9.6.2 When Substantial Completion of the Work or a designated portion is achieved, Owner, with the assistance of its Design Professional, shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion. The Certificate of Substantial Completion shall also list any items to be completed or corrected and establish the time for their completion or correction. The Certificate of Substantial Completion shall be submitted by Owner and Design Professional to Constructor for written acceptance.

9.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the established date of Substantial Completion of the Work or a designated portion as set forth in the Certificate of Substantial Completion.

9.6.4 Upon Owner's written acceptance of the Notice of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion, less a sum equal to two hundred percent (200%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Owner and Constructor as necessary to achieve Final Completion. Uncompleted items shall be completed by Constructor in a mutually agreed upon timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

9.7 PARTIAL OCCUPANCY OR USE

9.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon notification from Constructor that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

9.8.2 When Final Completion has been achieved, Owner, with the assistance of its Design Professional, shall prepare for Constructor's written acceptance, a Certificate of Final Acceptance stating that to the best of the Parties' knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

9.8.3 Final payment of the balance of the Contract Price shall be made to Constructor within forty-five (45) Days after Constructor has submitted a complete and accurate application for final payment, including submissions required under the subsection below, and a Notice of Final Acceptance has been executed by Owner, Design Professional, and Constructor.

9.8.4 Final payment shall be due on Constructor's submission of the following to Owner:

- (a) an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
- (b) as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
- (c) consent of any surety; and
- (d) any outstanding known and unreported accidents or injuries experienced by Constructor or its Subcontractors at the Worksite.

9.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed (more than 90 days) through no fault of Constructor, Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, Constructor shall submit to Owner, and if directed, Design Professional, the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by these final payment provisions.

9.8.6 OWNER RESERVATION OF CLAIMS Claims not reserved in writing by Owner with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

9.8.7 CONSTRUCTOR ACCEPTANCE OF FINAL PAYMENT Unless Constructor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims. Any payment, however, final or otherwise, shall not release the Constructor or its sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bond.

9.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1 INDEMNITY

10.1.1 To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of Constructor, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.1.2 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Constructor under workers' compensation acts, disability benefit acts, or other employment benefit acts.

10.2 INSURANCE

10.2.1 Before commencing the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, shall be written with at least the following limits of liability:

10.2.1.1 Employers' Liability Insurance

- (a) \$100,000 bodily injury by accident per accident.
- (b) \$500,000 bodily injury by disease policy limit.
- (c) \$100,000 bodily injury by disease per employee.

10.2.1.2 Business Automobile Liability Insurance \$1,000,000 per accident.

10.2.1.3 Commercial General Liability Insurance

- (a) \$1,000,000 per occurrence.

- (b) \$2,000,000 general aggregate.
- (c) \$2,000,000 products/completed operations aggregate.
- (d) \$2,000,000 personal and advertising injury limit.

10.2.2 Employers' Liability, Business Automobile Liability, and CGL coverage required under subsection 10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

10.2.3 Constructor shall maintain in effect all insurance coverage required under subsection 10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Constructor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor or terminate this Agreement.

10.2.4 To the extent commercially available to Constructor from its current insurance company, insurance policies required under subsection 10.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner written notice within three (3) business days of actual or constructive knowledge of such condition.

10.3 PROPERTY INSURANCE

10.3.1 Before commencing the Work, Constructor shall obtain and maintain a Builder's Risk Policy for the full cost of replacement of stored goods at the time of loss. This insurance shall also name Constructor and Owner as additional insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover risks of physical loss except those specifically excluded by the policy, and shall insure (a) at least against the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused, and (b) damage resulting from defective design, workmanship, or material. Constructor shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of Owner, Subcontractors, Sub-subcontractors, Suppliers, and Design Professional. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this subsection.

10.3.2 Owner and Constructor waive all rights against each other and their respective employees, agents, contractors, subcontractors and sub-subcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as Constructor may have for the failure of Owner to obtain and maintain property insurance in compliance with subsection 10.3.1.

10.3.3 To the extent of the limits of Constructor's CGL specified in subsection 10.2.1 Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or

alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of Constructor, a Subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

10.3.4 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon Constructor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

10.4 BONDS

10.4.1 Performance and Payment Bonds

Performance and payment bonds are required. Such bonds shall be issued by a corporate surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. Such bonds shall be furnished in conformance with applicable statutory or other legal requirements in the jurisdiction in which the Project is located.

The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. Any increase in the Contract Price that exceeds ten percent (10%) in the aggregate shall require a rider to the Bonds increasing penal sums accordingly. Up to such ten percent (10%) amount, the penal sum of the bond shall remain equal to one hundred percent (100%) of the Contract Price. Constructor shall endeavor to keep its surety advised of changes potentially impacting the Contract Time and Contract Price, though Constructor shall require that its surety waives any requirement to be notified of any alteration or extension of time. A copy of Constructor's Payment Bond for the Project, if any, shall be furnished by Owner or Constructor upon the Subcontractor's written request.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1 SUSPENSION BY OWNER FOR CONVENIENCE

11.1.1 OWNER SUSPENSION Should Owner order Constructor in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Constructor or any person or entity for whose acts or omissions Constructor may be liable, then Constructor shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner. The Contract Price and the Contract Time shall be equitably adjusted by Change Order for the cost and delay resulting from any such suspension.

11.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

11.2 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default. If Constructor fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Constructor a second notice to correct the default within a three (3) Day period.

11.2.1 If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Constructor; and (d) as Owner deems necessary, supply workers and

materials, equipment, and other facilities for the satisfactory correction of the default, and charge Constructor the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.2 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Constructor, but shall give prompt written notice of such action to Constructor following commencement of the action.

11.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

11.3.1 TERMINATION BY OWNER FOR DEFAULT If, within seven (7) Days of receipt of a notice to cure pursuant to section 11.2, Constructor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Owner may notify Constructor and, if applicable, the surety, that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional Days. After the expiration of the additional fourteen (14) Day period, Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under section 11.2. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.

11.3.2 If Constructor files a petition under the Bankruptcy Code, this Agreement shall terminate if Constructor or Constructor's trustee rejects the Agreement, or if there has been a default and Constructor is unable to give adequate assurance that Constructor will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.3.3 Owner shall make reasonable efforts to mitigate damages arising from Constructor default, and shall promptly invoice Constructor for all amounts due pursuant to sections 11.2 and 11.3.

11.3.4 If Owner terminates this Agreement for default, and it is later determined that Constructor was not in default, or that the default was excusable under the terms of the Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 11.4.

11.4 TERMINATION BY OWNER FOR CONVENIENCE

11.4.1 Upon written notice to Constructor, Owner may, without cause, terminate this Agreement. Constructor shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

11.4.2 If Owner terminates this Agreement for Convenience, Constructor shall be paid: (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred as a result of the termination including Overhead or profit on Work not performed.

11.4.3 If Owner terminates this Agreement, Constructor shall:

- (a) execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Constructor to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

- (b) exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;
- (c) cancel any subcontracts, orders, and commitments as Owner directs; and
- (d) sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

11.5 CONSTRUCTOR'S RIGHT TO TERMINATE

11.5.1 Upon seven (7) Days' written notice to Owner, Constructor may terminate this Agreement if the Work has been stopped for a sixty (60) Day period through no fault of Constructor for any of the following reasons:

11.5.1.1 under court order or order of other governmental authorities having jurisdiction;

11.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available; or

11.5.1.3 suspension by Owner for convenience pursuant to section 11.1.

11.5.2 In addition, upon seven (7) Days' written notice to Owner, Constructor may terminate this Agreement if Owner:

11.5.2.1 fails to pay Constructor in accordance with this Agreement and Constructor has complied with section 9.5; or

11.5.2.2 otherwise materially breaches this Agreement.

11.5.3 Upon termination by Constructor in accordance with this section 11.5, Constructor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

11.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

ARTICLE 12 DISPUTE MITIGATION AND RESOLUTION

12.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Constructor shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Constructor continues to perform, Owner shall continue to make payments in accordance with this Agreement, for the Work approved by Owner, and not in dispute.

12.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to mediation.

12.3 **MEDIATION** If direct discussions pursuant to section 12.2 do not result in resolution of the matter the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association (AAA), or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within forty-five (45) Business Days of the matter first being discussed and shall conclude within sixty (60) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

12.4 **BINDING DISPUTE RESOLUTION** If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.4.1 The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

12.4.2 **VENUE** The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

12.5 **MULTIPARTY PROCEEDING** All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

ARTICLE 13 MISCELLANEOUS

13.1 **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

13.2 **GOVERNING LAW** This Agreement shall be governed by the law in effect at the location of the Project.

13.3 **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.4 **NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

13.5 **TITLES** The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.6 **JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

13.7 **RIGHTS AND REMEDIES** The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 14 CONTRACT DOCUMENTS

14.1 EXISTING CONTRACT DOCUMENTS

The Contract Documents in existence at the time of execution of this Agreement are as follows:

- (a) Addenda
- (b) Owner Provided information
- (c) Design Documents Generated by Design Professional in connection with the Project
- (d) Procurement Agreement effective April 28, 2022

14.2 INTERPRETATION OF CONTRACT DOCUMENTS

14.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Constructor shall perform the Work as though fully described on both, consistent with the Contract Documents and reasonably inferable from them.

14.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Constructor shall immediately submit the matter to Owner for clarification. Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Contract Price or dispute mitigation and resolution.

14.2.3 Where figures are given, they shall be preferred to scaled dimensions.

14.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

14.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) this Agreement; (c) subject to subsection 14.2.2 the drawings (large scale governing over small scale), specifications, and addenda issued prior to the execution of this Agreement or signed by both Parties; (d) information furnished by Owner pursuant to subsection 3.13.4 or designated as a Contract Document in section 14.1; (e) other documents listed in this Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

OWNER: []

BY: _____

PRINT NAME []

PRINT TITLE []

WITNESS: _____

NAME []

TITLE []

CONSTRUCTOR: []

BY: _____

PRINT NAME []

PRINT TITLE []

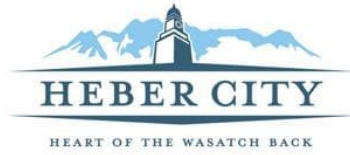
WITNESS: _____

NAME []

TITLE []

END OF DOCUMENT.

"EXHIBIT A"



Guaranteed Maximum Price

HEBER CITY WATER & SEWER REPLACEMENT PROGRAM MODIFIED PHASE 1C
EXHIBIT A



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Executive Summary

BHI is pleased to present this Guaranteed Maximum Price (GMP) Proposal for the Central Heber City Water & Sewer Replacement Program Modified Phase 1C for Consideration. Our mission is to provide Heber City with the highest level of service and deliver a genuinely superior experience in every interaction. BHI pledges to the following: We live our Core Values; We are a world-class, honest, and hardworking group of people; BHI holds safety as a top priority; BHI provides workmanship of the highest quality; and BHI is committed to giving back to the communities in which we work. BHI manages its business transactions with the utmost of ethics; and we build our business through strong relationships. When you collaborate with us, the outcome speaks for itself.

This GMP Proposal will recap the status of the Project through the end of the GMP Phase and will provide Project information to be utilized by the Project team as the Project moves forward. This GMP Proposal, upon acceptance by Heber City will serve as an Exhibit to the GMP construction agreement which if accepted will work in tandem with our current CM and Procurement Agreements.

Project Description

The Project consists of replacing the aging water and sewer infrastructure while installing a new pressurized irrigation line to the locations of Central Heber as specified within the Modified Phase 1C project limits. In addition to the new utility mains and services, the Project will include a new paved roadway.

Guaranteed Maximum Price (GMP)

BHI is confident that the GMP Proposal is representative of the proposed scope of work depicted in the GMP Documents. The items substantiating this GMP Proposal are based on the components within this document which are: List of Drawings, Specifications, and Design Documents; Schedule of Allowances; Measurement and Payment of Allowances; Basis for Cost and Fees; and List of Assumptions and Clarifications.

The total GMP amount including contingency for Modified Phase 1C totals:

Nine million, seven hundred fifty-seven thousand, nine hundred fifty-two dollars, and forty-six cents (\$9,757,952.46).



List of Drawings, Specifications, and Design Documents

Drawings:

- Phase 1C Water, Sewer, and Irrigation 100% Design Drawings

Specifications:

- Heber City Standard Specifications September 2023
- Project Manual February 2024

Supplemental:

- Subsurface utility GIS data
- Subsurface drainage system map
- Adjacent project geotechnical data
- Sewer invert elevations
- Sewer inspection reports
- Irrigation crossing data



Schedule of Allowances

ITEM #	Description Phase 1C Modified	U/M	Phase 1C Units	Phase 1C Unit Pricing	Phase 1C Total Pricing
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General Conditions Items (Modified Phase 1C: 500N, 400N, Main ST to 100E - 6.25.24)					
100	Mobilization	LS	1.00	400,000.00	400,000.00
101	General Conditions	LS	1.00	300,000.00	300,000.00
102	Traffic Control	ALW	1.00	280,000.00	280,000.00
103	Dust Control and Watering	LS	1.00	160,000.00	160,000.00
104	Restore Surface Improvements	ALW	1.00	200,000.00	200,000.00
105	Sewer Camera Laterals Exploration	EA	25.00	518.00	12,950.00
General Conditions Total					1,352,950.00

Sewer Items					
200	6" PVC Sewer	LF	80.00	\$ 90.00	7,200.00
201	8" PVC Sewer	LF	6,350.00	\$ 61.50	390,525.00
202	10" PVC Sewer	LF	212.00	\$ 96.00	20,352.00
203	12" PVC Sewer	LF	190.00	\$ 105.00	19,950.00
204	18" PVC Sewer	LF	2,640.00	\$ 111.00	293,040.00
205	48" Manhole	EA	19.00	\$ 3,000.00	57,000.00
206	60" Manhole	EA	5.00	\$ 4,200.00	21,000.00
207	48" to 60" CIP Manhole	EA	5.00	\$ 9,500.00	47,500.00
208	Plug and Re-Finish Manhole	EA	1.00	\$ 2,200.00	2,200.00
209	Connect To Existing Manhole	EA	4.00	\$ 2,500.00	10,000.00
210	8" Pipe Reconnect "Temp"	EA	13.00	\$ 1,900.00	24,700.00
211	18" Sewer Cap	EA	1.00	\$ 650.00	650.00
212	8" Sewer Cap	EA	4.00	\$ 300.00	1,200.00
213	Bypassing (8" to 18" per each setup)	EA	25.00	\$ 6,500.00	162,500.00
214	4" PVC Sewer Lateral	LF	4,490.00	\$ 65.00	291,850.00
215	New Cleanout	EA	121.00	\$ 1,200.00	145,200.00
216	Existing Lateral Reconnect	EA	121.00	\$ 1,600.00	193,600.00
217	Remove Manhole	EA	7.00	\$ 1,200.00	8,400.00
218	Abandon Manhole	EA	15.00	\$ 625.00	9,375.00
219	Cut and Plug Pipe	EA	145.00	\$ 350.00	50,750.00
Sewer Total					1,756,992.00

Irrigation Items					
300	6" PVC Irrigation DR18 C900 Purple	LF	11,270.00	\$ 24.00	270,480.00
301	6" Gate Valve	EA	45.00	\$ 555.00	24,975.00
302	6" Fittings	EA	25.00	\$ 720.00	18,000.00
303	6" Blowoff Assembly	EA	7.00	\$ 1,700.00	11,900.00
304	Connect to Ex Irrigation Line	EA	6.00	\$ 3,200.00	19,200.00
305	1" Service Lateral (Single Service)	LF	1,060.00	\$ 57.00	60,420.00
306	1.5" Service Lateral (Double Service)	LF	1,350.00	\$ 58.00	78,300.00
307	1" Meter Assembly (Single Service)	EA	34.00	\$ 1,800.00	61,200.00
308	1" Meter Assembly (Double Service)	EA	32.00	\$ 2,000.00	64,000.00
309	Irrigation Discharge Assembly (No Structure)	EA	9.00	\$ 5,000.00	45,000.00
310	Air Release Valve	EA	1.00	\$ 3,500.00	3,500.00
Irrigation Total					656,975.00

Waterline Items					
400	16" PVC DR18	LF	45.00	\$ 71.00	3,195.00
401	16" Butterfly Valve	EA	2.00	\$ 1,400.00	2,800.00
402	16" Fittings	EA	4.00	\$ 1,200.00	4,800.00
403	8" PVC DR 18	LF	10,340.00	\$ 40.00	413,600.00
404	8" Gate Valve Assembly	EA	54.00	\$ 750.00	40,500.00
405	8" Fittings	EA	41.00	\$ 850.00	34,850.00
406	8" Blowoff Assembly (Includes Testing)	EA	3.00	\$ 3,000.00	9,000.00
407	8" Temp Connections (Additional Labor Only)	EA	8.00	\$ 3,400.00	27,200.00
408	6" PVC C900 DR 18	LF	60.00	\$ 50.00	3,000.00
409	6" Gate Valve	EA	1.00	\$ 650.00	650.00
410	6" Fittings	EA	1.00	\$ 500.00	500.00
411	1" Water Service Lateral Polyline	LF	3,930.00	\$ 70.00	275,100.00
412	1" Water Service Connection with Curb Stop	EA	30.00	\$ 1,600.00	48,000.00
413	1" Water Service Connection with New Meter Assembly Note #3	EA	11.00	\$ 1,800.00	19,800.00
414	1" Water Service Connection Relocate with Meter Assembly	EA	35.00	\$ 2,100.00	73,500.00
415	1" Water Service Connection Relocate & Reconnect Meter	EA	2.00	\$ 2,500.00	5,000.00
416	1" Water Service Replace Meter Box and Ball Valve	EA	-	\$ 2,500.00	-
417	2" Water Service Lateral Polyline	LF	100.00	\$ 80.00	8,000.00
418	2" Water Service Connection With Meter Assembly	EA	1.00	\$ 2,500.00	2,500.00



BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

ITEM #	Description Phase 1C Modified	U/M	Phase 1C Units	Phase 1C Unit Pricing	Phase 1C Total Pricing
419	New Fire Hydrant	EA	5.00	\$ 3,200.00	16,000.00
420	*Replace Fire Hydrant	EA	-	\$ 3,200.00	-
421	Reconnect Fire Hydrant	EA	1.00	\$ 4,000.00	4,000.00
422	Remove Fire Hydrant	EA	4.00	\$ 800.00	3,200.00
423	Remove Water Valve Box & Collar	EA	25.00	\$ 200.00	5,000.00
424	Plug or Cap Waterline	EA	20.00	\$ 200.00	4,000.00
425	Water tie-in to existing Old mainlines	EA	15.00	\$ 2,500.00	37,500.00
Waterline Total					1,041,695.00

Aggregate Items					
500	Gravel - Sewer Bedding	TN	8,765.93	\$ 32.00	\$ 280,509.61
501	Sand - Waterline and Irrigation Bedding	TN	12,650.86	\$ 20.00	\$ 253,017.14
502	3" Minus - Trench Backfill Borrow	TN	3,027.38	\$ 22.00	\$ 66,602.25
503	Road base	TN	20,133.44	\$ 23.55	\$ 474,142.54
504	Spoils Haul off (No Dump Fees)	CY	30,113.61	\$ 18.00	\$ 542,044.93
Aggregate Total					\$ 1,616,316.46

Roadway Items					
600	Trench Milling (4' wide Pass)	LF	49,220.00	\$ 2.90	142,738.00
601	HMA Patching 3" depth (Hand patching areas W/ Prep work)	SF	10,000.00	\$ 7.95	79,500.00
602	HMA Patching (Small Paver Work prep w/mill)	SF	6,500.00	\$ 5.50	35,750.00
603	Roto milling - 3" (haul off is figured in spoil haul off)	SF	-	\$ 1.35	-
604	Roto milling - 4" (haul off is figured in remove exce)	SF	-	\$ 0.92	-
605	Pulverize Asphalt	SF	440,700.00	\$ 0.20	88,140.00
606	Remove Excess Roadway Material	CY	4,500.00	\$ 24.00	108,000.00
607	Scarify, Grade and Compact Pulverized Material	SF	440,700.00	\$ 0.40	176,280.00
608	Fine grade Existing UTBC (for milled areas)	SF	-	\$ 0.20	-
609	Roadway Paving - 3"	SF	285,700.00	\$ 2.58	737,106.00
610	Roadway Paving - 4"	SF	155,000.00	\$ 4.00	620,000.00
611	UDOT R.O.W Paving Patching 7" HMA 2" inc milling & Prep	SF	3,000.00	\$ 15.00	45,000.00
612	UDOT R.O.W Paving Patching 2" SMA inc milling & Prep		6,000.00	\$ 16.00	96,000.00
613	Flow Fill For UDOT R.O.W	CY	50.00	\$ 300.00	15,000.00
614	Pre-Lower, Raise and Collar Manhole	EA	30.00	\$ 1,100.00	33,000.00
615	Pre-Lower, Raise and Collar Valve Box	EA	63.00	\$ 920.00	57,960.00
616	Survey Monuments	EA	10.00	\$ 1,670.00	16,700.00
617	Sidewalk Replacement 4" thick	SF	4,000.00	\$ 17.25	69,000.00
618	Curb and Gutter Replacement	LF	2,000.00	\$ 66.50	133,000.00
619	Concrete Driveway Approaches 6" thick	SF	2,000.00	\$ 20.00	40,000.00
620	Irrigation Culvert Replacement (12" to 18")	EA	4.00	\$ 7,800.00	31,200.00
621	Soft Spot Excavation, Backfill & Compact	CY	2,500.00	\$ 35.00	87,500.00
622	Roadway Shouldering	LF	12,000.00	\$ 1.60	19,200.00
Roadway Total					2,631,074.00

Storm Drain Items					
700	Remove Existing pipe Note #1	LF	140.00	\$ 30.00	4,200.00
701	24" RCP pipe note# 1	LF	256.00	\$ 120.00	30,720.00
702	21" RCP pipe note# 1	LF	208.00	\$ 85.00	17,680.00
703	18" RCP pipe note# 1	LF	248.00	\$ 75.00	18,600.00
704	15" RCP pipe note# 2	LF	185.00	\$ 100.00	18,500.00
705	Connect to existing Storm drain/ Boxes note# 2	EA	1.00	\$ 2,500.00	2,500.00
706	Remove Existing catch basin note# 3	EA	19.00	\$ 4,000.00	76,000.00
707	New Catch Basin note # 3	EA	19.00	\$ 5,500.00	104,500.00
708	New Storm Drain Manhole	EA	5.00	\$ 6,500.00	32,500.00
Storm Drain Total					305,200.00

50 East Sewer Items					
800	6" PVC Sewer (50 East)	LF	-	\$ 150.00	-
801	8" PVC Sewer (50 East)	LF	-	\$ 160.00	-
802	48" Manhole (50 East)	EA	-	\$ 3,000.00	-
803	60" Manhole (50 East)	EA	-	\$ 4,200.00	-
804	4" PVC Sewer Lateral (50 East)	LF	30.00	\$ 85.00	2,550.00
805	Cleanout (50 East)	EA	-	\$ 1,200.00	-
806	Existing Lateral Reconnect (50 East)	EA	-	\$ 630.00	-
807	Abandon Manhole (50 East)	EA	-	\$ 1,200.00	-
808	Cut and Plug Pipe (50 East)	EA	-	\$ 350.00	-
809	Repair 12" Sewer Line sections	LF	130.00	\$ 190.00	24,700.00
810	Bypass Pumping (12" repairs 50E)	EA	3.00	\$ 6,500.00	19,500.00
811	Mobilization For Slip Lining	EA	-	\$ 22,000.00	-
812	Clean & CCTV 12"	LF	-	\$ 1.94	-
813	12" Sewer Slip lining SDR 35 (50 East)	LF	-	\$ 132.84	-



ITEM #	Description Phase 1C Modified	U/M	Phase 1C Units	Phase 1C Unit Pricing	Phase 1C Total Pricing
814	Post CCTV 12"	LF		1.08	-
815	Freight on Material	LS		\$ 8,100.00	-
816	Bypass Pumping (For Sliplining only)	LS		\$ 5,400.00	-
817	Re- Instate Services	EA		\$ 540.00	-
818	Top Hats for liner as needed (50 East)	EA		\$ 2,875.00	-
819	Removal Protruding Lateral as needed (50 East)	EA		\$ 1,300.00	-
50 East Sewer Total					46,750.00

Phase 1C Total Cost	9,407,952.46
Contingency	350,000.00
Total Cost with Contingency	9,757,952.46

Measurement and Payment of Allowances

General Conditions

Item	100	Mobilization	LS
		<u>Includes:</u> <i>Transportation of equipment to or from the jobsite</i> <i>Subcontractor Mobilization</i> <i>SWPPP (plan, permit and implementation)</i> <i>Construction Survey</i> <i>Q/C Sampling and Testing</i> <i>Bond</i>	
		<u>Measurement & Payment</u> <i>When 5% of the original contract amount has been completed, 25% of the contract price for mobilization will be paid. b. When 10% of the original contract amount has been completed, 50% of the contract price for mobilization will be paid. c. When 50% of the original contract amount has been completed, 100% of the contract price for mobilization will be paid.</i>	
Item	102	General Conditions	LS
		<u>Includes:</u> <i>Storage, handling, security and management of procurement materials and staging area</i> <i>Per Diem for workforce</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be done progressively at the same percentage rate as the overall contract work completed.</i>	
Item	103	Traffic Control	ALW
		<u>Includes:</u> <i>Estimated Cost of Traffic and Pedestrian Controls for Work</i>	
		<u>Measurement & Payment</u> <i>Measured by actual labor, equipment, materials, rentals, and subcontractor cost with contractor fees</i>	

Item	104	Dust Control and Watering	LS
		<u>Includes:</u> <i>Estimated cost of equipment and labor to maintain adequate water for construction and control of migratory dust</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be done progressively at the same percentage rate as the overall contract work completed.</i>	

Item	105	Restore Surface Improvements	ALW
		<u>Includes:</u> <i>Estimated cost of removal, disposal, and replacement of improvements outside of roadway</i>	
		<u>Measurement & Payment</u> <i>Measured by final in place quantities approved by Owner and paid by:</i> <i>Unit cost plus fees for applicable items referenced in Exhibit I</i> <i>Negotiated unit cost plus fees for additional items not referenced in Exhibit I</i> <i>Or documented cost plus fees Refer to Exhibit I</i>	

Item	106	Sewer Camera Laterals & Exploration	EA
		<u>Includes:</u> <i>Cost per each sewer lateral that are unknown and require tv camera or potholing.</i>	
		<u>Measurement & Payment</u> <i>Measured by final in place quantities approved by the Owner and paid by applicable unit pricing referenced in Exhibit B</i>	

Sewer, Water, and Irrigation

Items	200 to 425, 700 to 819	<u>Includes:</u> <i>Installation of Items as Specified in Exhibit I</i>
		<u>Measurement & Payment</u> <i>Measured by final in place quantities approved by the Owner and paid by applicable unit pricing referenced in Exhibit B</i>

Aggregate and haul off

Items	500 to 503	Bedding, Backfill and Road base	TN
		<u>Includes:</u> <i>Purchase, transportation, and handling of imported aggregate materials</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be based on actual documented weight of material delivered to the jobsite approved by Owner</i>	



Item	504	Spoils Haul off	CY
		<u>Includes:</u>	
		<i>Handling, transportation, and disposal of unsuitable or displaced material</i>	
		<u>Measurement & Payment</u>	
		<i>Measurement and Payment will be based on:</i>	
		<i>Quantity of imported material weight converted to volume (CY)</i>	
		<i>Or measured area of excavation approved by Owner</i>	
Roadway			
Item	600	Trench Milling	LF
		<u>Includes:</u>	
		<i>Roto mill of existing asphalt wide enough to accommodate installations</i>	
		<u>Measurement & Payment</u>	
		<i>Measurement and Payment will be based on the linear feet of trench milled approved by Owner</i>	
Item	601	Patching – 3"	SF
		<u>Includes:</u>	
		<i>Subgrade preparation, purchase, delivery, placement, and compaction</i>	
		<u>Measurement & Payment</u>	
		<i>Based on in place quantities measured by the square foot approved by Owner. Depths deeper than 3 inches will require a change order</i>	
Items	603-604	Rotomilling	SF
		<u>Includes:</u>	
		<i>Rotomill, handling, transportation, and disposal of existing asphalt roadways</i>	
		<u>Measurement & Payment</u>	
		<i>Based on final measured area and depth of rotomill approved by Owner. Depths less than 3 or more than 4 inches may require a change order</i>	
Item	605	Pulverize Asphalt	SF
		<u>Includes:</u>	
		<i>Pulverizing of existing asphalt and sub-layers</i>	
		<u>Measurement & Payment</u>	
		<i>Based on the final measured place quantity approved by Owner</i>	
Item	606	Remove Excess Roadway Material	TN
		<u>Includes:</u>	
		<i>Removal of excess material to roadway subgrade elevations and hauloff</i>	
		<u>Measurement & Payment</u>	
		<i>Measurement and Payment will be based on actual documented weight or loads of material hauled from the jobsite approved by Owner</i>	



Item 607	Scarify, Grade and Compact Pulverized Materials <u>Includes:</u> <i>Scarifying, grading, and compacting of materials</i> <u>Measurement & Payment</u> <i>Based on the final measured in place quantity approved by Owner</i>	SF
Item 608	Finegrade Existing UTBC <u>Includes:</u> <i>Finegrade and compaction of existing roadbase</i> <u>Measurement & Payment</u> <i>Based on the final measured in place quantity approved by Owner</i>	SF
Items 609-612	Roadway Paving <u>Includes:</u> <i>Purchase, delivery, placement, and compaction</i> <u>Measurement & Payment</u> <i>Based on the final measured in place quantity approved by Owner</i>	SF
Item 613	<i>Flow Fill for UDOT R.O.W</i> <u>Includes:</u> <i>Purchase, delivery and placement per Requirements by UDOT</i> <u>Measurement & Payment</u> <i>Based on the number of units installed by load tickets and approved by Owner</i>	CY
Items 614-615	Pre-Lower, Raise and Collar Utilities <u>Includes:</u> <i>Lowering of utilities below proposed roadway prior to milling and final utility adjustments with collar after final pave</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	EA
Items 617	Sidewalk Replacement <u>Includes:</u> <i>Removal and disposal of existing concrete, subgrade preparation, purchase, and placement of concrete materials</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	SF



Items 618	Curb and Gutter Replacement	LF
	<u>Includes:</u> <i>Removal and disposal of existing concrete, subgrade preparation, purchase, and placement of concrete materials</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	
Item 620	Irrigation Culvert Replacement	EA
	<u>Includes:</u> <i>labor and equipment to remove and disposal of existing culvert and installation of new culvert. No bypass pumping or new structures included.</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	
Item 621	Soft Spot Excavation, Backfill & Compact	CY
	<u>Includes:</u> <i>labor and equipment to Excavate, back fill and compact. (Haul off and material does not include)</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	
Item 622	Roadway Shouldering	LF
	<u>Includes:</u> <i>labor and equipment to place Shoulder Material (Road base not included)</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	

Basis for Cost and Fees

Proposed Fees / Markup	
Cost Type	%
Equipment	15%
Labor	15%
Materials Purchased	5%
Subcontractor Up to \$75K	15%
Subcontractor \$75K to \$250K	10%
Subcontractor over \$250K	8%

Labor Cost Detail				
Labor Type	UM	Unit Base	Unit Burden	Unit Total Cost
Civil Foreman	HR	\$39.67	\$8.75	\$48.42
Civil Supervisor	HR	\$44.00	\$10.32	\$54.32
Laborer	HR	\$23.33	\$5.22	\$28.55
Project Manager	HR	\$52.80	\$10.42	\$63.22
Truck Driver	HR	\$28.60	\$7.86	\$36.46
Civil Operator (Compactor)	HR	\$28.00	\$5.52	\$33.52
Operator (Loader)	HR	\$32.67	\$6.02	\$38.69
Pipe Layer	HR	\$25.67	\$5.26	\$30.93
Project Coordinator	HR	\$37.73	\$7.24	\$44.97



Equipment Cost Detail				
Equipment Type	UM	Unit Base	Unit Burden	Unit Total Cost
Base and Rover GPS	MO	\$1,000.00	\$-	\$1,000.00
Gravel Bin	WK	\$80.00	\$-	\$80.00
Lightplant	MO	\$1,000.00	\$2.63	\$1,002.63
PU - (1/2 - 3/4 ton)	HR	\$13.00	\$12.51	\$25.51
Trailer - Lowboy	HR	\$30.00	\$1.24	\$31.24
Trench Boxes	WK	\$500.00	\$-	\$500.00
Truck - Transport	HR	\$60.00	\$28.67	\$88.67
Asphalt Zipper	HR	\$45.00	\$25.00	\$70.00
Pick-up Truck	HR	\$14.04	\$12.51	\$26.55
Wheeler 4 Wheeled Sweeper	MO	\$3,600.00	\$1,038.00	\$4,638.00
Loader - 3.0 CY Bucket	HR	\$56.00	\$13.48	\$69.48
Loader - 3.5 CY Bucket	HR	\$58.00	\$17.33	\$75.33
Conex	MO	\$175.00	\$10.00	\$185.00
Job Trailer	MO	\$750.00	\$-	\$750.00
Excavator 200 Class	HR	\$60.63	\$18.87	\$79.50
Excavator 250 Class	HR	\$67.88	\$18.87	\$86.75
Excavator 300 Class	HR	\$75.84	\$21.95	\$97.79
Water Truck 4000 GA Water	HR	\$32.00	\$14.44	\$46.44

List of Assumptions and Clarifications

Mobilization

- Includes Transportation of Equipment to and/or from the job site
- Includes Subcontractor Mobilization
- Includes SWPPP (plan, permit, and implementation)
- Includes Survey
- BHI has estimated costs in the GMP for construction staking. This includes manholes, valves, fittings, alignments, elevations, and other appurtenances based on information provided by Engineer.
- BHI has not included any staking of properties, right of ways, or easements.
- BHI has not included any as built survey.
- Includes Quality Control Sampling and Testing
- Includes Bond Cost

General Conditions

- Includes storage, handling, security and management of procurement materials and staging area
- It is assumed that staging area will be provided by the Owner with no rental cost to the BHI.
- Staging area will be located within .5 miles of project and that pipe materials may be transferred to the site from that location with "Off Highway" construction equipment utilizing the help of a spotter and or pilot vehicle with flashers as needed.
- BHI will be required to develop the site access and maintenance to the designated laydown area.
- Costs for site maintenance have been included in GMP pricing. At the completion of this phase, any remaining procured materials shall remain at the laydown area and be the responsibility of the Owner. Any debris, equipment, trailers, or other items owned by the Contractor shall be removed from the site.
- BHI assumes responsibility for procurement materials purchased by owner until installation or contract completion.
- BHI also assumes that additional site staging will be done within city right of way during construction.
- Includes Estimated costs of Per Diem for workforce

Traffic Control

- It is assumed that streets under construction can be closed to all access other than residents and the guests who of those who dwell within the closure as well as any owners, employees, or patrons of businesses within closure.
- BHI will establish open access to all driveways at the end of each shift unless prior arrangements with residents and or property owners are made. BHI will also coordinate and try and mitigate access restrictions during installation.
- BHI assumes work to be performed without flagging operations.

Dust Control and Watering

- Includes estimated cost of equipment and labor to maintain adequate water for construction and control of migratory dust.
- Assumed water source and cost of water will be provided by Owner

Retore Surface Improvements

- Estimated cost of removal, disposal, and replacement of improvements outside of roadway
- The estimated cost for removal and disposal of topsoil, mulch, and sod and sprinklers will be performed and billed at a unit cost of \$1.48/SF plus fees
- The estimated unit cost for restoration is:
 - o Surface Prep \$ 2.18/SF plus fees
 - o Top Soil \$ 1.50/SF plus fees
 - o Grass Seed \$1.25/SF plus fees
 - o Grass Sod \$ 2.50/SF plus fees
 - o Sprinklers \$ 2.00/SF plus fees
- It is assumed that additional items not specified in units these unit such as fencing, decorative curbing, trees, and other appurtenance's will be billed as cost plus fees or amendment made to contract for additional agreed upon unit pricing as conditions are encountered.

Sewer Camera Laterals Exploration

- BHI assumes there will be unknown sewer lateral lines and will require sewer camera or potholing excavation to explore locations of lines
- This will be approved by the owner prior to each and paid per each

Sewer Installation

- BHI has included cleaning and CCTV pipe inspections. Most inspections will be done prior to mainline connections; however, with reconnecting existing sewer laterals during installation this is expected to be done with some live sewer flows.
- BHI has not included any air testing of new sewer lines or manholes. With reconstructing an existing system this method of inspection is not practical or feasible
- BHI has assumed 1" gravel bedding material for all sewer line installation without any geotextile. If water is encountered and fabric required, the additional cost will be addressed with owner.
- Compaction testing is included. However, it is assumed on deeper excavations testing on lower lifts will be done at the beginning of operation in a trench box to verify means, method, and materials used. Once the procedures are verified visual inspections will be acceptable on lifts below 5 feet unless conditions or materials change.
- BHI has assumed that existing manholes not required to be removed for new installations will be abandoned by removing the top 5' of the structure, plugging inverts with a pipe plug or concrete and filling the base sections with sand, or gravel.

Waterline

- BHI has assumed sand for waterline installation.
- Pricing includes hydrostatic pressure testing and disinfection of new lines in accordance with Heber Cities specifications prior to commissioning.
- BHI assumed Owner will provide waterline Bac-t sampling
- BHI will take care when connecting to existing service lines. BHI has not included any estimated costs for replacing lines if they are too deteriorated to accept new connection or connection results in internal plumbing issues.
- BHI will coordinate with owner and public involvement representative for all necessary shutdowns required for connections a minimum of 48 hours prior to shut down.
- BHI has assumed 5' bury on waterline
- BHI has not included the cost of looping waterline or fire hydrants. Any additional fittings required for installation not shown on the plans will be billed for units used.

Irrigation

- Irrigation is assumed to be at 3' bury
- Irrigation includes hydrostatic or air testing.
- No connections of services to any private lines included
- Other than irrigation discharge assemblies (item 309), there are no other ditch connections, diversions, or turnouts included.

Roadway and Aggregate

- BHI assumes to mill existing roadway, fine grade and compact existing road base, and repave to pre-existing elevations.
- No soft spot repair or new road base is included. If soft spots are encountered Owner will be notified and an agreement made for method and cost compensation to cure affected areas.
- Sidewalk and Curb quantities listed in the schedule of values are based on replacement necessary for utility installations. No curb replacement or new curb installation has been accounted for or included with new roadway construction.
- Asphalt paving is assumed to be done with:
 - 1/2" PG58-28 15% RAP Superpave for 3" Thickness
 - 1/2" PG64-34 15% RAP Superpave for 4" Thickness
- No signage, striping, sterilant, fabric, or prime coat included
- HMA needs 2% for drainage, not responsible for poor drainage caused by design.
- *FUEL ADJUSTMENT: Rise and fall adjustment for fuel is based on the average monthly price of U.S. Number 2 Diesel Fuel Retail Pricing as published at <https://www.eia.gov/petroleum/gasdiesel/>. Once the average price exceeds \$5.00 / gallon, a fuel adjustment will be billed based on the estimated gallons used during the period.
- GENEVA ROCK may, at its sole discretion, require a warranty release for all paving projects that will be done after October 15th, prior to April 15, or during cold/wet weather.
- ASPHALT OIL SURCHARGE: All asphalt quotes are subject to a surcharge which is based on the FOB price/availability of liquid asphalt oil on the date of proposal vs. the price/availability of the liquid asphalt oil on the date asphalt is placed. The benchmark for price/availability from the date of proposal can be provided upon request. Add/deduct \$.01 per inch foot for every \$25 price increase/decrease per liquid ton price.



- BHI assumes that no temporary asphalt patching will be required during utility installation. BHI will maintain trenches with asphalt millings to provide safe vehicular travel until final pave.
- BHI has not included any costs for winter asphalt mixes.

Storm Drain

- BHI assumed gravel for Storm Drain installation
- Pricing includes installation and back fill for the pipe and structures
- No connections of services to any private lines included
- No utility conflicts are included or any rerouting of other utilities to accommodate new pipe or structures, will be a change order

Permits

- BHI has included estimated costs to obtain state storm water NOI, fugitive dust, and UDOT encroachment permits. No other costs of licensing and/or permitting that may be required to this specific project have been included

General

- All quantities listed on the Schedule of Allowances are estimated. It is assumed that any over or under runs of the estimated amount will be a credit or a debit to the GMP budget. If additional work is requested by Owner that is not listed in the contract drawings or listed on the Schedule of Allowances BHI may request a change order for time and/or additional cost incurred.
- BHI has not assumed any dewatering. If excessive groundwater is encountered that cannot be managed with a 3" pump BHI assumed contingency monies may be used to supplement additional resources if needed.
- BHI has not included any waterworks or precast pipe materials in this contract. All pipe, wire, grease, lube, fittings, hydrants, meters, valves, manholes, boxes, or any other ancillary items are to be purchased under the separate procurement contract with owner
- No flow fill for pipe abandonment is included. Where encountered or requested by Owner existing lines will be cut and plugged with a plug, cap, or concrete to prevent infiltration. These will be tracked and billed as qty is installed. No existing pipe removal is included other than that which is needed for connections and new installations.
- BHI will make their best effort to identify any potential conflicts prior to utility installation. If conflicts are encountered during installation that are unforeseen, BHI assumes Owner and its representative will be proactive and responsive to help work resolve them. BHI will make their best effort to provide solutions with any conflict but excessive lost time due to unresponsiveness may be addressed in a change order for compensation for time or costs associated with delay.
- No third-party utility support has been included in the estimate. If third party infrastructure must be relocated, it is assumed that the costs of third-party BHI and costs incurred to the BHI may be compensated.
- BHI assumes that additional scope, or unforeseen conflicts where cost and or time is impacted during construction that is not identified in the contract documents, schedule of allowances, or assumptions will be means for compensation. This doesn't account for any costs associated because of BHI negligence.

PROJECT MAP

MODIFIED PHASE 1C



"EXHIBIT B"



BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

Schedule of Allowances

ITEM #	Description Phase 1C Modified	U/M	Phase 1C Units	Phase 1C Unit Pricing	Phase 1C Total Pricing
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General Conditions Items (Modified Phase 1C: 500N, 400N, Main ST to 100E - 6.25.24)					
100	Mobilization	LS	1.00	400,000.00	400,000.00
101	General Conditions	LS	1.00	300,000.00	300,000.00
102	Traffic Control	ALW	1.00	280,000.00	280,000.00
103	Dust Control and Watering	LS	1.00	160,000.00	160,000.00
104	Restore Surface Improvements	ALW	1.00	200,000.00	200,000.00
105	Sewer Camera Laterals Exploration	EA	25.00	518.00	12,950.00
General Conditions Total					1,352,950.00

Sewer Items					
200	6" PVC Sewer	LF	80.00	\$ 90.00	7,200.00
201	8" PVC Sewer	LF	6,350.00	\$ 61.50	390,525.00
202	10" PVC Sewer	LF	212.00	\$ 96.00	20,352.00
203	12" PVC Sewer	LF	190.00	\$ 105.00	19,950.00
204	18" PVC Sewer	LF	2,640.00	\$ 111.00	293,040.00
205	48" Manhole	EA	19.00	\$ 3,000.00	57,000.00
206	60" Manhole	EA	5.00	\$ 4,200.00	21,000.00
207	48" to 60" CIP Manhole	EA	5.00	\$ 9,500.00	47,500.00
208	Plug and Re-Finish Manhole	EA	1.00	\$ 2,200.00	2,200.00
209	Connect To Existing Manhole	EA	4.00	\$ 2,500.00	10,000.00
210	8" Pipe Reconnect "Temp"	EA	13.00	\$ 1,900.00	24,700.00
211	18" Sewer Cap	EA	1.00	\$ 650.00	650.00
212	8" Sewer Cap	EA	4.00	\$ 300.00	1,200.00
213	Bypassing (8" to 18" per each setup)	EA	25.00	\$ 6,500.00	162,500.00
214	4" PVC Sewer Lateral	LF	4,490.00	\$ 65.00	291,850.00
215	New Cleanout	EA	121.00	\$ 1,200.00	145,200.00
216	Existing Lateral Reconnect	EA	121.00	\$ 1,600.00	193,600.00
217	Remove Manhole	EA	7.00	\$ 1,200.00	8,400.00
218	Abandon Manhole	EA	15.00	\$ 625.00	9,375.00
219	Cut and Plug Pipe	EA	145.00	\$ 350.00	50,750.00
Sewer Total					1,756,992.00

Irrigation Items					
300	6" PVC Irrigation DR18 C900 Purple	LF	11,270.00	\$ 24.00	270,480.00
301	6" Gate Valve	EA	45.00	\$ 555.00	24,975.00
302	6" Fittings	EA	25.00	\$ 720.00	18,000.00
303	6" Blowoff Assembly	EA	7.00	\$ 1,700.00	11,900.00
304	Connect to Ex Irrigation Line	EA	6.00	\$ 3,200.00	19,200.00
305	1" Service Lateral (Single Service)	LF	1,060.00	\$ 57.00	60,420.00
306	1.5" Service Lateral (Double Service)	LF	1,350.00	\$ 58.00	78,300.00
307	1" Meter Assembly (Single Service)	EA	34.00	\$ 1,800.00	61,200.00
308	1" Meter Assembly (Double Service)	EA	32.00	\$ 2,000.00	64,000.00
309	Irrigation Discharge Assembly (No Structure)	EA	9.00	\$ 5,000.00	45,000.00
310	Air Release Valve	EA	1.00	\$ 3,500.00	3,500.00
Irrigation Total					656,975.00

Waterline Items					
400	16" PVC DR18	LF	45.00	\$ 71.00	3,195.00
401	16" Butterfly Valve	EA	2.00	\$ 1,400.00	2,800.00
402	16" Fittings	EA	4.00	\$ 1,200.00	4,800.00
403	8" PVC DR 18	LF	10,340.00	\$ 40.00	413,600.00
404	8" Gate Valve Assembly	EA	54.00	\$ 750.00	40,500.00
405	8" Fittings	EA	41.00	\$ 850.00	34,850.00
406	8" Blowoff Assembly (Includes Testing)	EA	3.00	\$ 3,000.00	9,000.00
407	8" Temp Connections (Additional Labor Only)	EA	8.00	\$ 3,400.00	27,200.00
408	6" PVC C900 DR 18	LF	60.00	\$ 50.00	3,000.00
409	6" Gate Valve	EA	1.00	\$ 650.00	650.00
410	6" Fittings	EA	1.00	\$ 500.00	500.00
411	1" Water Service Lateral Polyline	LF	3,930.00	\$ 70.00	275,100.00
412	1" Water Service Connection with Curb Stop	EA	30.00	\$ 1,600.00	48,000.00
413	1" Water Service Connection with New Meter Assembly Note #3	EA	11.00	\$ 1,800.00	19,800.00
414	1" Water Service Connection Relocate with Meter Assembly	EA	35.00	\$ 2,100.00	73,500.00
415	1" Water Service Connection Relocate & Reconnect Meter	EA	2.00	\$ 2,500.00	5,000.00
416	1" Water Service Replace Meter Box and Ball Valve	EA	-	\$ 2,500.00	-
417	2" Water Service Lateral Polyline	LF	100.00	\$ 80.00	8,000.00
418	2" Water Service Connection With Meter Assembly	EA	1.00	\$ 2,500.00	2,500.00



BUILDING RELATIONSHIPS ONE PROJECT AT A TIME

ITEM #	Description Phase 1C Modified	U/M	Phase 1C Units	Phase 1C Unit Pricing	Phase 1C Total Pricing
419	New Fire Hydrant	EA	5.00	\$ 3,200.00	16,000.00
420	*Replace Fire Hydrant	EA	-	\$ 3,200.00	-
421	Reconnect Fire Hydrant	EA	1.00	\$ 4,000.00	4,000.00
422	Remove Fire Hydrant	EA	4.00	\$ 800.00	3,200.00
423	Remove Water Valve Box & Collar	EA	25.00	\$ 200.00	5,000.00
424	Plug or Cap Waterline	EA	20.00	\$ 200.00	4,000.00
425	Water tie-in to existing Old mainlines	EA	15.00	\$ 2,500.00	37,500.00
Waterline Total					1,041,695.00

Aggregate Items					
500	Gravel - Sewer Bedding	TN	8,765.93	\$ 32.00	\$ 280,509.61
501	Sand - Waterline and Irrigation Bedding	TN	12,650.86	\$ 20.00	\$ 253,017.14
502	3" Minus - Trench Backfill Borrow	TN	3,027.38	\$ 22.00	\$ 66,602.25
503	Road base	TN	20,133.44	\$ 23.55	\$ 474,142.54
504	Spoils Haul off (No Dump Fees)	CY	30,113.61	\$ 18.00	\$ 542,044.93
Aggregate Total					\$ 1,616,316.46

Roadway Items					
600	Trench Milling (4' wide Pass)	LF	49,220.00	\$ 2.90	142,738.00
601	HMA Patching 3" depth (Hand patching areas W/ Prep work)	SF	10,000.00	\$ 7.95	79,500.00
602	HMA Patching (Small Paver Work prep w/mill)	SF	6,500.00	\$ 5.50	35,750.00
603	Roto milling - 3" (haul off is figured in spoil haul off)	SF	-	\$ 1.35	-
604	Roto milling - 4" (haul off is figured in remove exce)	SF	-	\$ 0.92	-
605	Pulverize Asphalt	SF	440,700.00	\$ 0.20	88,140.00
606	Remove Excess Roadway Material	CY	4,500.00	\$ 24.00	108,000.00
607	Scarify, Grade and Compact Pulverized Material	SF	440,700.00	\$ 0.40	176,280.00
608	Fine grade Existing UTBC (for milled areas)	SF	-	\$ 0.20	-
609	Roadway Paving - 3"	SF	285,700.00	\$ 2.58	737,106.00
610	Roadway Paving - 4"	SF	155,000.00	\$ 4.00	620,000.00
611	UDOT R.O.W Paving Patching 7" HMA 2" inc milling & Prep	SF	3,000.00	\$ 15.00	45,000.00
612	UDOT R.O.W Paving Patching 2" SMA inc milling & Prep		6,000.00	\$ 16.00	96,000.00
613	Flow Fill For UDOT R.O.W	CY	50.00	\$ 300.00	15,000.00
614	Pre-Lower, Raise and Collar Manhole	EA	30.00	\$ 1,100.00	33,000.00
615	Pre-Lower, Raise and Collar Valve Box	EA	63.00	\$ 920.00	57,960.00
616	Survey Monuments	EA	10.00	\$ 1,670.00	16,700.00
617	Sidewalk Replacement 4" thick	SF	4,000.00	\$ 17.25	69,000.00
618	Curb and Gutter Replacement	LF	2,000.00	\$ 66.50	133,000.00
619	Concrete Driveway Approaches 6" thick	SF	2,000.00	\$ 20.00	40,000.00
620	Irrigation Culvert Replacement (12" to 18")	EA	4.00	\$ 7,800.00	31,200.00
621	Soft Spot Excavation, Backfill & Compact	CY	2,500.00	\$ 35.00	87,500.00
622	Roadway Shouldering	LF	12,000.00	\$ 1.60	19,200.00
Roadway Total					2,631,074.00

Storm Drain Items					
700	Remove Existing pipe Note #1	LF	140.00	\$ 30.00	4,200.00
701	24" RCP pipe note# 1	LF	256.00	\$ 120.00	30,720.00
702	21" RCP pipe note# 1	LF	208.00	\$ 85.00	17,680.00
703	18" RCP pipe note# 1	LF	248.00	\$ 75.00	18,600.00
704	15" RCP pipe note# 2	LF	185.00	\$ 100.00	18,500.00
705	Connect to existing Storm drain/ Boxes note# 2	EA	1.00	\$ 2,500.00	2,500.00
706	Remove Existing catch basin note# 3	EA	19.00	\$ 4,000.00	76,000.00
707	New Catch Basin note # 3	EA	19.00	\$ 5,500.00	104,500.00
708	New Storm Drain Manhole	EA	5.00	\$ 6,500.00	32,500.00
Storm Drain Total					305,200.00

50 East Sewer Items					
800	6" PVC Sewer (50 East)	LF	-	\$ 150.00	-
801	8" PVC Sewer (50 East)	LF	-	\$ 160.00	-
802	48" Manhole (50 East)	EA	-	\$ 3,000.00	-
803	60" Manhole (50 East)	EA	-	\$ 4,200.00	-
804	4" PVC Sewer Lateral (50 East)	LF	30.00	\$ 85.00	2,550.00
805	Cleanout (50 East)	EA	-	\$ 1,200.00	-
806	Existing Lateral Reconnect (50 East)	EA	-	\$ 630.00	-
807	Abandon Manhole (50 East)	EA	-	\$ 1,200.00	-
808	Cut and Plug Pipe (50 East)	EA	-	\$ 350.00	-
809	Repair 12" Sewer Line sections	LF	130.00	\$ 190.00	24,700.00
810	Bypass Pumping (12" repairs 50E)	EA	3.00	\$ 6,500.00	19,500.00
811	Mobilization For Slip lining	EA	-	\$ 22,000.00	-
812	Clean & CCTV 12"	LF	-	\$ 1.94	-
813	12" Sewer Slip lining SDR 35 (50 East)	LF	-	\$ 132.84	-



ITEM #	Description Phase 1C Modified	U/M	Phase 1C Units	Phase 1C Unit Pricing	Phase 1C Total Pricing
814	Post CCTV 12"	LF		1.08	-
815	Freight on Material	LS		\$ 8,100.00	-
816	Bypass Pumping (For Sliplining only)	LS		\$ 5,400.00	-
817	Re- Instate Services	EA		\$ 540.00	-
818	Top Hats for liner as needed (50 East)	EA		\$ 2,875.00	-
819	Removal Protruding Lateral as needed (50 East)	EA		\$ 1,300.00	-
50 East Sewer Total					46,750.00

Phase 1C Total Cost	9,407,952.46
Contingency	350,000.00
Total Cost with Contingency	9,757,952.46

"EXHIBIT C"

Measurement and Payment of Allowances

General Conditions

Item	100	Mobilization	LS
		<u>Includes:</u> <i>Transportation of equipment to or from the jobsite</i> <i>Subcontractor Mobilization</i> <i>SWPPP (plan, permit and implementation)</i> <i>Construction Survey</i> <i>Q/C Sampling and Testing</i> <i>Bond</i>	
		<u>Measurement & Payment</u> <i>When 5% of the original contract amount has been completed, 25% of the contract price for mobilization will be paid. b. When 10% of the original contract amount has been completed, 50% of the contract price for mobilization will be paid. c. When 50% of the original contract amount has been completed, 100% of the contract price for mobilization will be paid.</i>	
Item	102	General Conditions	LS
		<u>Includes:</u> <i>Storage, handling, security and management of procurement materials and staging area</i> <i>Per Diem for workforce</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be done progressively at the same percentage rate as the overall contract work completed.</i>	
Item	103	Traffic Control	ALW
		<u>Includes:</u> <i>Estimated Cost of Traffic and Pedestrian Controls for Work</i>	
		<u>Measurement & Payment</u> <i>Measured by actual labor, equipment, materials, rentals, and subcontractor cost with contractor fees</i>	

Item	104	Dust Control and Watering	LS
		<u>Includes:</u> <i>Estimated cost of equipment and labor to maintain adequate water for construction and control of migratory dust</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be done progressively at the same percentage rate as the overall contract work completed.</i>	

Item	105	Restore Surface Improvements	ALW
		<u>Includes:</u> <i>Estimated cost of removal, disposal, and replacement of improvements outside of roadway</i>	
		<u>Measurement & Payment</u> <i>Measured by final in place quantities approved by Owner and paid by:</i> <i>Unit cost plus fees for applicable items referenced in Exhibit I</i> <i>Negotiated unit cost plus fees for additional items not referenced in Exhibit I</i> <i>Or documented cost plus fees Refer to Exhibit I</i>	

Item	106	Sewer Camera Laterals & Exploration	EA
		<u>Includes:</u> <i>Cost per each sewer lateral that are unknown and require tv camera or potholing.</i>	
		<u>Measurement & Payment</u> <i>Measured by final in place quantities approved by the Owner and paid by applicable unit pricing referenced in Exhibit B</i>	

Sewer, Water, and Irrigation

Items	200 to 425, 700 to 819	<u>Includes:</u> <i>Installation of Items as Specified in Exhibit I</i>
		<u>Measurement & Payment</u> <i>Measured by final in place quantities approved by the Owner and paid by applicable unit pricing referenced in Exhibit B</i>

Aggregate and haul off

Items	500 to 503	Bedding, Backfill and Road base	TN
		<u>Includes:</u> <i>Purchase, transportation, and handling of imported aggregate materials</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be based on actual documented weight of material delivered to the jobsite approved by Owner</i>	



Item	504	Spoils Haul off	CY
		<u>Includes:</u> <i>Handling, transportation, and disposal of unsuitable or displaced material</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be based on:</i> <i>Quantity of imported material weight converted to volume (CY)</i> <i>Or measured area of excavation approved by Owner</i>	
Roadway			
Item	600	Trench Milling	LF
		<u>Includes:</u> <i>Roto mill of existing asphalt wide enough to accommodate installations</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be based on the linear feet of trench milled approved by Owner</i>	
Item	601	Patching – 3"	SF
		<u>Includes:</u> <i>Subgrade preparation, purchase, delivery, placement, and compaction</i>	
		<u>Measurement & Payment</u> <i>Based on in place quantities measured by the square foot approved by Owner. Depths deeper than 3 inches will require a change order</i>	
Items	603-604	Rotomilling	SF
		<u>Includes:</u> <i>Rotomill, handling, transportation, and disposal of existing asphalt roadways</i>	
		<u>Measurement & Payment</u> <i>Based on final measured area and depth of rotomill approved by Owner. Depths less than 3 or more than 4 inches may require a change order</i>	
Item	605	Pulverize Asphalt	SF
		<u>Includes:</u> <i>Pulverizing of existing asphalt and sub-layers</i>	
		<u>Measurement & Payment</u> <i>Based on the final measured place quantity approved by Owner</i>	
Item	606	Remove Excess Roadway Material	TN
		<u>Includes:</u> <i>Removal of excess material to roadway subgrade elevations and hauloff</i>	
		<u>Measurement & Payment</u> <i>Measurement and Payment will be based on actual documented weight or loads of material hauled from the jobsite approved by Owner</i>	



Item 607	Scarify, Grade and Compact Pulverized Materials <u>Includes:</u> <i>Scarifying, grading, and compacting of materials</i> <u>Measurement & Payment</u> <i>Based on the final measured in place quantity approved by Owner</i>	SF
Item 608	Finegrade Existing UTBC <u>Includes:</u> <i>Finegrade and compaction of existing roadbase</i> <u>Measurement & Payment</u> <i>Based on the final measured in place quantity approved by Owner</i>	SF
Items 609-612	Roadway Paving <u>Includes:</u> <i>Purchase, delivery, placement, and compaction</i> <u>Measurement & Payment</u> <i>Based on the final measured in place quantity approved by Owner</i>	SF
Item 613	<i>Flow Fill for UDOT R.O.W</i> <u>Includes:</u> <i>Purchase, delivery and placement per Requirements by UDOT</i> <u>Measurement & Payment</u> <i>Based on the number of units installed by load tickets and approved by Owner</i>	CY
Items 614-615	Pre-Lower, Raise and Collar Utilities <u>Includes:</u> <i>Lowering of utilities below proposed roadway prior to milling and final utility adjustments with collar after final pave</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	EA
Items 617	Sidewalk Replacement <u>Includes:</u> <i>Removal and disposal of existing concrete, subgrade preparation, purchase, and placement of concrete materials</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	SF



Items 618	Curb and Gutter Replacement	LF
	<u>Includes:</u> <i>Removal and disposal of existing concrete, subgrade preparation, purchase, and placement of concrete materials</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	
Item 620	Irrigation Culvert Replacement	EA
	<u>Includes:</u> <i>labor and equipment to remove and disposal of existing culvert and installation of new culvert. No bypass pumping or new structures included.</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	
Item 621	Soft Spot Excavation, Backfill & Compact	CY
	<u>Includes:</u> <i>labor and equipment to Excavate, back fill and compact. (Haul off and material does not include)</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	
Item 622	Roadway Shouldering	LF
	<u>Includes:</u> <i>labor and equipment to place Shoulder Material (Road base not included)</i> <u>Measurement & Payment</u> <i>Based on the number of units installed and approved by Owner</i>	

"EXHIBIT D"

APPLICATION FOR PAYMENT Name of Project _____				CONTRACT NO. _____	
				PAYMENT NO. _____	
				PAGE _____	OF _____
OWNER: _____		CONSTRUCTOR: _____		PERIOD OF ESTIMATE FROM: _____ TO: _____	
CONTRACT CHANGE ORDER SUMMARY				TABULATION OF PAYMENT	
NO.	APPROVAL DATE	AMOUNT			
		ADDITIONS	DEDUCTIONS		
				1. Original Contract Price.....	\$ -
				2. Change Orders.....	\$ -
				3. Revised Contract Price (1 + 2).....	\$ -
				4. Total Value of Work Completed to Date *	\$ -
				5. Allowance for Materials Stored on this Date*.....	\$ -
				6. Subtotal (4+5).....	\$ -
				7. Previously earned by Constructor (Prev. #6).....	\$ -
				8. Value of Work Completed this Period (6-7).....	\$ -
				9. Retainage Held Prior to this Payment (Prev. #11)	\$ -
				10. Retainage to be Held from this Payment (% of 8).....	\$ -
				11. Total Retainage to be Held (9+10).....	\$ -
TOTALS		\$ -	\$ -	12. Payment Due Constructor this Period (8-10).....	\$ -
NET CHANGE		\$ -		<i>* Detailed breakdown on attached continuation sheet</i>	
CONTRACT TIME					
Original Contract Time (Days) _____		On Schedule _____ Yes _____ No _____		Starting Date: _____	
Revisions _____				Completion Date: _____	
Remaining Time (Days) _____					
ACCEPTED BY CONSTRUCTOR: By: _____ Date: _____			ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been inspected and, to the best of their knowledge and belief, the quantities shown on this estimate are correct and the work has been performed in accordance with the contract documents. Engineer: SUNRISE ENGINEERING, INC.		
APPROVED BY OWNER: By: _____ Date: _____			By: _____ Date: _____		

"EXHIBIT E"

CONTRACT CHANGE ORDER					ORDER NO. DATE:	
CONTRACT FOR:						
OWNER:						
CONSTRUCTOR:						
You are hereby requested to comply with the following changes from the contract plans and specifications. The following items will be revised on the Constructor's GMP.						
Bid Item	Description of Changes (Supplemental Drawings & Specifications Attached)	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
	TOTALS					\$ -
NET CHANGE IN CONTRACT PRICE						
Change Order initiated by:						
JUSTIFICATION:						
The amount of the Contract will be increased/decreased by the sum of:						\$ - DOLLARS
The Contract total including this and previous change orders will be:						\$ - DOLLARS
The Contract period provided for completion will be (increased)(decreased)(unchanged) by:						
New Completion date:						
This document will become a supplement to the Contract and all provisions will apply thereto.						
Requested (OWNER) _____ Date: _____ Recommended (ENGINEER) _____ Date: _____ Accepted (CONSTRUCTOR) _____ Date: _____ Approved _____ Date: _____ Approved _____ Date: _____						

"EXHIBIT F"

FIELD WORK ORDER

Contract for: _____

Owner: _____

Constructor: _____

You are hereby requested to: _____

SUNRISE ENGINEERING, INC.

Issued by: _____
(Signature)

(Title)

(Date)

ACCEPTANCE OF ORDER

Receipt of this order is hereby acknowledged by:

(Constructor's Representative's Signature)

(Title)

(Date)

OWNER APPROVAL OF ORDER

(Signature)

(Title)

(Date)

Note: This order is not intended to serve as a change order for this contract and does not modify the requirements thereof.

"EXHIBIT G"

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____

Owner: _____

To: CONSTRUCTOR

Name: _____

Address: _____

This Certificate of Substantial Completion applies to all work included under the Contract Documents or to the following specified parts thereof:

(Insert description of applicable parts)

The work described above and performed under this Contract has been reviewed and found substantially complete and the date of SUBSTANTIAL COMPLETION for this work is hereby established as: _____. The guarantee period shall commence on this date.

Definition of Date of Substantial Completion: That Date certified by the DESIGN PROFESSIONAL when the construction of the PROJECT, or a specified part thereof, is sufficiently completed in accordance with the CONTRACT DOCUMENTS so that the PROJECT, or specified part, can be utilized for the purpose for which it is intended.

A list of items to be completed or corrected, which are connected to or affected by the work described above, is attached hereto. The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the CONTRACT DOCUMENTS. The date of commencement of guarantee for items in the attached list will be the date of final acceptance, unless agreed otherwise in writing.

SUNRISE ENGINEERING, INC.

Design Professional

Date

Receipt of this notice is hereby acknowledged:

Constructor's Name

By: _____
Signature

Date

"EXHIBIT H"

CERTIFICATE OF FINAL ACCEPTANCE

To: _____
Constructor's Name

Address

RE: _____
Contract Name

OWNER: _____
Name

A final inspection of the WORK completed under the Contract indicated above has been made and all WORK has been found to be completed. All known changes to the WORK have been documented and approved at this time and to the best of our knowledge, information, and belief. The work required by this Contract has been performed and completed in accordance with the approved DRAWINGS, SPECIFICATIONS, and other CONTRACT DOCUMENTS. Final payment for the Contract has therefore been requested and should follow shortly.

Thank you for your effort and cooperation towards the successful completion of this WORK.

DESIGN
PROFESSIONAL: _____
Signature

Date: _____

OWNER'S Representative: _____
Signature

Date: _____

"EXHIBIT I"

List of Assumptions and Clarifications

Mobilization

- Includes Transportation of Equipment to and/or from the job site
- Includes Subcontractor Mobilization
- Includes SWPPP (plan, permit, and implementation)
- Includes Survey
- BHI has estimated costs in the GMP for construction staking. This includes manholes, valves, fittings, alignments, elevations, and other appurtenances based on information provided by Engineer.
- BHI has not included any staking of properties, right of ways, or easements.
- BHI has not included any as built survey.
- Includes Quality Control Sampling and Testing
- Includes Bond Cost

General Conditions

- Includes storage, handling, security and management of procurement materials and staging area
- It is assumed that staging area will be provided by the Owner with no rental cost to the BHI.
- Staging area will be located within .5 miles of project and that pipe materials may be transferred to the site from that location with "Off Highway" construction equipment utilizing the help of a spotter and or pilot vehicle with flashers as needed.
- BHI will be required to develop the site access and maintenance to the designated laydown area.
- Costs for site maintenance have been included in GMP pricing. At the completion of this phase, any remaining procured materials shall remain at the laydown area and be the responsibility of the Owner. Any debris, equipment, trailers, or other items owned by the Contractor shall be removed from the site.
- BHI assumes responsibility for procurement materials purchased by owner until installation or contract completion.
- BHI also assumes that additional site staging will be done within city right of way during construction.
- Includes Estimated costs of Per Diem for workforce

Traffic Control

- It is assumed that streets under construction can be closed to all access other than residents and the guests who of those who dwell within the closure as well as any owners, employees, or patrons of businesses within closure.
- BHI will establish open access to all driveways at the end of each shift unless prior arrangements with residents and or property owners are made. BHI will also coordinate and try and mitigate access restrictions during installation.
- BHI assumes work to be performed without flagging operations.

Dust Control and Watering

- Includes estimated cost of equipment and labor to maintain adequate water for construction and control of migratory dust.
- Assumed water source and cost of water will be provided by Owner

Retore Surface Improvements

- Estimated cost of removal, disposal, and replacement of improvements outside of roadway
- The estimated cost for removal and disposal of topsoil, mulch, and sod and sprinklers will be performed and billed at a unit cost of \$1.48/SF plus fees
- The estimated unit cost for restoration is:
 - o Surface Prep \$ 2.18/SF plus fees
 - o Top Soil \$ 1.50/SF plus fees
 - o Grass Seed \$1.25/SF plus fees
 - o Grass Sod \$ 2.50/SF plus fees
 - o Sprinklers \$ 2.00/SF plus fees
- It is assumed that additional items not specified in units these unit such as fencing, decorative curbing, trees, and other appurtenance's will be billed as cost plus fees or amendment made to contract for additional agreed upon unit pricing as conditions are encountered.

Sewer Camera Laterals Exploration

- BHI assumes there will be unknown sewer lateral lines and will require sewer camera or potholing excavation to explore locations of lines
- This will be approved by the owner prior to each and paid per each

Sewer Installation

- BHI has included cleaning and CCTV pipe inspections. Most inspections will be done prior to mainline connections; however, with reconnecting existing sewer laterals during installation this is expected to be done with some live sewer flows.
- BHI has not included any air testing of new sewer lines or manholes. With reconstructing an existing system this method of inspection is not practical or feasible
- BHI has assumed 1" gravel bedding material for all sewer line installation without any geotextile. If water is encountered and fabric required, the additional cost will be addressed with owner.
- Compaction testing is included. However, it is assumed on deeper excavations testing on lower lifts will be done at the beginning of operation in a trench box to verify means, method, and materials used. Once the procedures are verified visual inspections will be acceptable on lifts below 5 feet unless conditions or materials change.
- BHI has assumed that existing manholes not required to be removed for new installations will be abandoned by removing the top 5' of the structure, plugging inverts with a pipe plug or concrete and filling the base sections with sand, or gravel.



Waterline

- BHI has assumed sand for waterline installation.
- Pricing includes hydrostatic pressure testing and disinfection of new lines in accordance with Heber Cities specifications prior to commissioning.
- BHI assumed Owner will provide waterline Bac-t sampling
- BHI will take care when connecting to existing service lines. BHI has not included any estimated costs for replacing lines if they are too deteriorated to accept new connection or connection results in internal plumbing issues.
- BHI will coordinate with owner and public involvement representative for all necessary shutdowns required for connections a minimum of 48 hours prior to shut down.
- BHI has assumed 5' bury on waterline
- BHI has not included the cost of looping waterline or fire hydrants. Any additional fittings required for installation not shown on the plans will be billed for units used.

Irrigation

- Irrigation is assumed to be at 3' bury
- Irrigation includes hydrostatic or air testing.
- No connections of services to any private lines included
- Other than irrigation discharge assemblies (item 309), there are no other ditch connections, diversions, or turnouts included.

Roadway and Aggregate

- BHI assumes to mill existing roadway, fine grade and compact existing road base, and repave to pre-existing elevations.
- No soft spot repair or new road base is included. If soft spots are encountered Owner will be notified and an agreement made for method and cost compensation to cure affected areas.
- Sidewalk and Curb quantities listed in the schedule of values are based on replacement necessary for utility installations. No curb replacement or new curb installation has been accounted for or included with new roadway construction.
- Asphalt paving is assumed to be done with:
 - 1/2" PG58-28 15% RAP Superpave for 3" Thickness
 - 1/2" PG64-34 15% RAP Superpave for 4" Thickness
- No signage, striping, sterilant, fabric, or prime coat included
- HMA needs 2% for drainage, not responsible for poor drainage caused by design.
- *FUEL ADJUSTMENT: Rise and fall adjustment for fuel is based on the average monthly price of U.S. Number 2 Diesel Fuel Retail Pricing as published at <https://www.eia.gov/petroleum/gasdiesel/>. Once the average price exceeds \$5.00 / gallon, a fuel adjustment will be billed based on the estimated gallons used during the period.
- GENEVA ROCK may, at its sole discretion, require a warranty release for all paving projects that will be done after October 15th, prior to April 15, or during cold/wet weather.
- ASPHALT OIL SURCHARGE: All asphalt quotes are subject to a surcharge which is based on the FOB price/availability of liquid asphalt oil on the date of proposal vs. the price/availability of the liquid asphalt oil on the date asphalt is placed. The benchmark for price/availability from the date of proposal can be provided upon request. Add/deduct \$.01 per inch foot for every \$25 price increase/decrease per liquid ton price.



- BHI assumes that no temporary asphalt patching will be required during utility installation. BHI will maintain trenches with asphalt millings to provide safe vehicular travel until final pave.
- BHI has not included any costs for winter asphalt mixes.

Storm Drain

- BHI assumed gravel for Storm Drain installation
- Pricing includes installation and back fill for the pipe and structures
- No connections of services to any private lines included
- No utility conflicts are included or any rerouting of other utilities to accommodate new pipe or structures, will be a change order

Permits

- BHI has included estimated costs to obtain state storm water NOI, fugitive dust, and UDOT encroachment permits. No other costs of licensing and/or permitting that may be required to this specific project have been included

General

- All quantities listed on the Schedule of Allowances are estimated. It is assumed that any over or under runs of the estimated amount will be a credit or a debit to the GMP budget. If additional work is requested by Owner that is not listed in the contract drawings or listed on the Schedule of Allowances BHI may request a change order for time and/or additional cost incurred.
- BHI has not assumed any dewatering. If excessive groundwater is encountered that cannot be managed with a 3" pump BHI assumed contingency monies may be used to supplement additional resources if needed.
- BHI has not included any waterworks or precast pipe materials in this contract. All pipe, wire, grease, lube, fittings, hydrants, meters, valves, manholes, boxes, or any other ancillary items are to be purchased under the separate procurement contract with owner
- No flow fill for pipe abandonment is included. Where encountered or requested by Owner existing lines will be cut and plugged with a plug, cap, or concrete to prevent infiltration. These will be tracked and billed as qty is installed. No existing pipe removal is included other than that which is needed for connections and new installations.
- BHI will make their best effort to identify any potential conflicts prior to utility installation. If conflicts are encountered during installation that are unforeseen, BHI assumes Owner and its representative will be proactive and responsive to help work resolve them. BHI will make their best effort to provide solutions with any conflict but excessive lost time due to unresponsiveness may be addressed in a change order for compensation for time or costs associated with delay.
- No third-party utility support has been included in the estimate. If third party infrastructure must be relocated, it is assumed that the costs of third-party BHI and costs incurred to the BHI may be compensated.
- BHI assumes that additional scope, or unforeseen conflicts where cost and or time is impacted during construction that is not identified in the contract documents, schedule of allowances, or assumptions will be means for compensation. This doesn't account for any costs associated because of BHI negligence.